



**REGULAR MEETING
CITY OF ROSWELL COUNCIL - AGENDA
THURSDAY, FEBRUARY 11, 2016
Roswell Museum and Art Center
Bassett Auditorium - 100 W. 11th Street
Roswell, New Mexico 88201**

Notice of this meeting has been given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution No. 15-56. Except for emergency matters, the City Council shall take action only on the specific items listed on the Agenda.

FEBRUARY 11, 2016

MAYOR - Dennis J. Kintigh

6:00 p.m.

Ward I
Juan Oropesa
Natasha Mackey

Ward II
Steve Henderson
Caleb T. Grant

Ward III
Art Sandoval
Jeanine Best

Ward IV
Jason Perry
Savino Sanchez Jr.

Ward V
Elena Velasquez
Tabitha D. Denny

WELCOME! We are very glad you have joined us for the Roswell City Council meeting. If you wish to speak, please sign up at the podium prior to 6:00 p.m. All matters listed under Consent Items/Consent Agenda are considered routine by the City Council and will be approved by one motion. There will be no separate discussion on these items. If two members of the council desire to discuss the matter, that item will be removed from the consent agenda and will be considered separately. Any item approved as part of the consent agenda is not an agenda item for the purpose of public participation. The Council is pleased to hear relevant comments; however, a 3-minute limit is set in accordance with Resolution 15-56. Large groups are asked to name a spokesperson. Robert's Rules of Order govern the conduct of the meeting. "THANK YOU" for participating in your City Government.

OPENING CEREMONIES

Call to Order by Presiding Officer
Roll Call & Determination of Quorum
Pledge of Allegiance to the Flag and Invocation
Agenda/Consent Items/Minutes from the

NON-ACTION ITEMS (Information Items)

1. Roswell-Phoenix flight marketing update - Dave Hayduk
2. Pecos Trails Transit update - Anna Aragon

PUBLIC PARTICIPATION ON AGENDA ITEMS

In order to speak you must sign up prior to the Council Meeting.

PUBLIC HEARING(S)

3. Proposed Ordinance 16-01 - To hold a public hearing on Proposed Ordinance No. 16-01 and to vote on the adoption of Proposed Ordinance No. 16-01. (Grant/Zarr)
4. Proposed Ordinance 16-02 - To hold a public hearing on Proposed Ordinance No. 16-02 and to vote on the adoption of Proposed Ordinance No. 16-02. (Grant/Zarr)
5. Proposed Ordinance 16-03 - To hold a public hearing on Proposed Ordinance No. 16-03 and to vote on the adoption of Proposed Ordinance No. 16-03. (Grant/Zarr)
6. Proposed Ordinance 16-04 - To hold a public hearing authorizing the sale of a vacant parcel of land described as consisting of 9.0 +/- acres, located at the Roswell International Air Center, South Gail Harris Street and East Martin Street. (Sandoval/Polasek)

CONSENT ITEMS

Bids and RFP's

7. Request approval of the Yucca Recreation Center RFP Award for Architectural Services. (Contingent upon the City Council approval of Resolution 16-12 for the reimbursement of the design and engineering for the Yucca Recreation Center.)
8. Request to authorize purchase of three (3) Chevrolet Tahoe's for the Police Department.

RIAC Leases

9. Request to authorize Kerry Hunter, an individual, to renew his current lease agreement on Building No. 117.
10. Request to authorize Don and Angel Mayes, as individuals, to renew their current lease agreement on "T" Hangar Building No. 120, Space 2.
11. AvFlight Roswell Corporation is requesting additional rent abatement of \$16,978.98 to rent abatement of \$69,492.94 on Hangar No. 1532 approved by the City Council on October 8, 2015.

Resolution(s)

12. Resolution 16-08 Weeds - The Resolution shall mandate the cleanup of approximately three (3) separate properties within the City.
13. Resolution 16-09 Condemnations - The Resolution shall require the removal or demolition of six (6) dilapidated structures.

Lodger's Tax Request

14. Request of funding of Lodgers' Tax for the Jesse Andrus & Mike Hillman Memorial Rodeo (May 20-22, 2016) in the amount of \$3,500.00.
15. Request of funding of Lodgers' Tax for the 32nd Annual Milkman Triathlon (June 4, 2016) in the amount of \$1,500.00.

16. Request funding of Lodgers' Tax for the 2016 UFO Festival in the amount of up to \$80,000.00 (eighty thousand dollars) on an advance draw down of eligible expenses at 100%, with a signed contract between the 2016 UFO Festival/ MainStreet Roswell and the City of Roswell.

Minutes

17. Approval of the minutes from the January 14, 2016 Regular City Council meeting.

NEW BUSINESS / REGULAR ITEMS

Resolution(s)

18. Resolution 16-07 - Request approval of Resolution 16-07 a resolution of the City of Roswell, New Mexico notifying the New Mexico Finance Authority that the City of Roswell supports and has required funding for additional large diameter water line construction associated with current Drinking Water State Revolving Loan Project 3205-DW. (Grant/Najar)
19. Resolution 16-10 - Request approval of Resolution 16-10 a budget amendment for the Senior Olympics. (Grant/Garcia)
20. Resolution 16-11 - Request approval of Resolution 16-11 a budget amendment for the Roswell Filmfest & Cosmicon. (Grant/Garcia)
21. Resolution 16-12 - Request approval of Resolution 16-12 reimbursement from the Environmental GRT that will be redirected (if approved at the February 11, 2016 City Council meeting) into the General Fund and used for the design and engineering of the new Yucca Recreation Center. (Grant/Garcia)
22. Resolution 16-13 – Request approval of Resolution 16-13 approving the name of the splash pad in Poe Corn Park as “The Burt Murphy Family Splash Pad”, and providing for an effective date. (Best/Morris)

Request(s)

23. Proposed Ordinance 16-05 - Request to advertise for a public hearing on Proposed Ordinance 16-05, which would place certain limitations on drilling of new domestic wells within the city limits. (Perry/Zarr)
24. Discuss dates for proposed City Council retreat. (Steve Polasek)
25. Presentation and request for direction concerning the Feasibility Study prepared by Dekker/Perich/Sabatini for the Roswell Convention and Civic Center. (Louis Najar)

DEPARTMENT REPORTS

26. Presentation - Financial update (for information only). (Steve Polasek)

27. Department Reports (For information only)
- Gross Receipts Tax
 - Lodgers' Tax
 - Roswell Public Library
 - Human Resources
 - Roswell Visitor Center
 - Police Dept Monthly Report January 2016
 - Police Dept Animal Control January 2016
 - Code Enforcement
 - Roswell Convention and Civic Center January 2016 Expense Report
 - Roswell Convention and Civic Center January 2016 Activity Report
 - Roswell Convention and Civic Center January 2016 Maintenance Report
 - Roswell Museum and Art Center - Director's Report
 - Roswell Fire Department
 - Pecos Trails Transit System
 - Parks and Recreation
 - Roswell International Air Center

BOARDS/COMMISSION REPORTS (Non-action)

28. Planning and Zoning - For information only
- Presentation and discussion of mobile vendors
 - Presentation and discussion of day care operations

Closed Session

29. Closed Session - Pursuant to NMSA 1978, §10-15-1(H)(8), to discuss the purchase, acquisition or disposal of Real Property or Water Rights in which the City of Roswell is or may become a participant. (Sandoval)
30. Closed Session - Pursuant to NMSA 1978, § 10-15-1(H)(7), to discuss attorney-client privilege pertaining to threatened or pending litigation in which the City of Roswell is or may become a participant. (Sandoval)
31. Closed Session - Pursuant to NMSA 1978, §10-15-1H (2), to discuss limited personnel matters. (Sandoval)

PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

In order to speak you must sign up prior to the Council Meeting.

Adjournment

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact Human Resources at 575-624-6700 at least one week prior to the meeting or as soon as possible. Public documents including the agenda and minutes can be provided in various accessible formats. Please contact the City Clerk at 575-624-6700 if a summary of other type of accessible format is needed.

Printed and posted: **Friday - February 5, 2016**

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 1.

Meeting Date: 02/11/2016

COMMITTEE: N/A

CONTACT: N/A

CHAIR: N/A

ACTION REQUESTED:

Roswell-Phoenix flight marketing update - Dave Hayduk

BACKGROUND:

In November American Airlines announced a new flight from the Roswell International Air Center to Phoenix Sky Harbor Airport, service is set to start March 3, 2016.

At the December City Council meeting the advertising contract with HK Advertising was extended to include the marketing and promotion for the Roswell-Phoenix flight.

The presentation will include the creative for the campaign, proposed media plan and promotion efforts update.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Not applicable.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

Not applicable.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 2.

Meeting Date: 02/11/2016

COMMITTEE: N/A

CONTACT: N/A

CHAIR: N/A

ACTION REQUESTED:

Pecos Trails Transit update - Anna Aragon

BACKGROUND:

Pecos Trails Transit background and overview of operations and statistics.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Not applicable.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

Not applicable.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 3.

Meeting Date: 02/11/2016

COMMITTEE: Finance

CONTACT: William Zarr

CHAIR: Caleb Grant

ACTION REQUESTED:

Proposed Ordinance 16-01 - To hold a public hearing on Proposed Ordinance No. 16-01 and to vote on the adoption of Proposed Ordinance No. 16-01. (Grant/Zarr)

BACKGROUND:

Proposed Ordinance No. 16-01 will impose a municipal gross receipts tax of one eighth of one percent (0.125) which will be dedicated to general municipal purposes. This Proposed Ordinance and Proposed Ordinances Nos. 16-02 and 16-03 are to be considered together.

Proposed Ordinance No. 16-03 will repeal Ordinance No. 1269, which currently imposes a one sixteenth of one percent (0.0675) gross receipts tax, the revenues from which are dedicated to environmental services. Proposed Ordinance No. 16-02 will repeal Ordinance No. 1295, which currently imposes a one sixteenth of one percent (0.0675) gross receipts infrastructure tax, the revenues from which are dedicated to enhancing police and fire department budgets. The total combined tax rates imposed by Ordinances Nos. 1269 and 1295 equals one eighth of one percent (0.125).

Proposed Ordinance No. 16-01 will replace these two taxes with a municipal gross receipts tax of one eighth of one percent (0.125) which will be dedicated to general municipal purposes. **This tax will not result in any net increase in the gross receipts tax rates imposed by the City.** This tax is authorized by NMSA 1978 §7-19D-9, and this tax is subject to petition for election. Thus, the repeal of Ordinances Nos. 1269 and 1295 are expressly conditioned on this ordinance becoming effective at the same time that Ordinances Nos. 16-02 and 16-03 (which repeal Ordinances 1295 and 1269) become effective. While the filing of a petition for election is not anticipated, it remains as a legal contingency that may affect the implementation of this ordinance.

If the proposed ordinances are adopted by the City Council after the public hearing, the City must notify the Department of Taxation and Revenue on or before March 31, 2016, in order for the taxes to become effective on July 1, 2016. This three month time is to allow the Taxation and Revenue Department to include these changes in the gross receipts tax schedule that is revised and provided to taxpayers every six months.

The effect of these three proposed ordinances would allow the City Council greater flexibility in appropriating revenues that are currently derived from the taxes which are proposed to be repealed and replaced with a single tax that is equal in rate to the combined rates of those to be repealed. Receipts from the revised tax will permit the City Council to fund such projects as recreational or other municipal facilities, debt service or general operational purposes.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

There will be no change in the amount of revenue from gross receipts taxes as a result of the simultaneous adoption and effective dated of this Proposed Ordinance (No. 16-01) and Proposed Ordinances Nos. 16-02 and 16-03.

LEGAL REVIEW:

The City Attorney has reviewed Proposed Ordinance No. 16-01. The New Mexico Department of Taxation and Revenue has also reviewed the language and form of this Proposed Ordinance.

BOARD AND COMMITTEE ACTION:

The Finance Committee recommended Proposed Ordinance No. 16-01 at its January 7, 2016 meeting.

STAFF RECOMMENDATION:

City Council consideration of Proposed Ordinance 16-01.

Attachments

Proposed Ordinance 16-01

PROPOSED ORDINANCE NO. 16-01
AN ORDINANCE ADOPTING A MUNICIPAL
GROSS RECEIPTS TAX

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF ROSWELL:

Section 1. Imposition of Tax. There is imposed on any person engaging in business in this municipality for the privilege of engaging in business in this municipality an excise tax equal to one-eighth of one percent (.125%) of the gross receipts reported or required to be reported by the person pursuant to the New Mexico Gross Receipts and Compensating Tax Act as it now exists or as it may be amended. The tax imposed under this ordinance is pursuant to the Municipal Local Option Gross Receipts Taxes Act as it now exists or as it may be amended and shall be known as the "municipal gross receipts tax."

Section 2. General Provisions. This ordinance hereby adopts by reference all definitions, exemptions and deductions contained in the Gross Receipts and Compensating Tax Act as it now exists or as it may be amended.

Section 3. Specific Exemptions. No municipal gross receipts tax shall be imposed on the gross receipts arising from:

- A. transporting persons or property for hire by railroad, motor vehicle, air transportation or any other means from one point within the municipality to another point outside the municipality;
- B. a business located outside the boundaries of a municipality on land owned by that municipality for which a state gross receipts tax distribution is made pursuant to Subsection C of Section 7-1-6.4 NMSA 1978; or
- C. direct broadcast satellite services.

Section 4. Dedication. Revenue from the municipal gross receipts tax will be used for the purpose(s) listed below:

Revenues will be used for municipal general purposes.

Section 5. Effective Date. The effective date of the municipal gross receipts tax shall be either July 1, 2016, or January 1, 2017, whichever date occurs first after the expiration of three months from the date this ordinance is adopted, unless an election is held on the question of approving the ordinance, in which case the effective date shall be either January 1, 2017 or July 1, 2017, whichever date occurs first after the expiration of three months from the date when the results of the election are certified to be in favor of the ordinance's adoption, and the adopted ordinance is delivered or mailed to the Taxation and Revenue Department.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO,
THIS 11th DAY OF FEBRUARY, 2016.

CITY SEAL

Dennis Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 4.

Meeting Date: 02/11/2016

COMMITTEE: Finance

CONTACT: Monica Garcia

CHAIR: Caleb Grant

ACTION REQUESTED:

Proposed Ordinance 16-02 - To hold a public hearing on Proposed Ordinance No. 16-02 and to vote on the adoption of Proposed Ordinance No. 16-02. (Grant/Zarr)

BACKGROUND:

Proposed Ordinance No. 16-02 will repeal Ordinance No. 1295, which currently imposes a one sixteenth of one percent (0.0675) gross receipts infrastructure tax, the revenues from which are dedicated by the City in equal parts to enhancing Police and Fire Department budgets. Ordinance No. 1295 was adopted pursuant to the authority of NMSA 1978 §7-19D-11. This tax has been in effect since January 1, 1998.

This Proposed Ordinance and Proposed Ordinances Nos. 16-01 and 16-03 are to be considered together. Proposed Ordinance No. 16-03 will repeal Ordinance No. 1269, which currently imposes a one sixteenth of one percent (0.0675) gross receipts environmental tax, the revenues from which are dedicated to environmental services. The total combined tax rates imposed by Ordinances Nos. 1269 and 1295 equals one eighth of one percent (0.125).

Proposed Ordinance No. 16-01 will replace these two taxes with a municipal gross receipts tax of one eighth of one percent (0.125) which will be dedicated to general municipal purposes. **This tax will not result in any net increase in the gross receipts tax rates imposed by the City.** This tax is authorized by NMSA 1978 §7-19D-9, and this tax is subject to petition for election. Thus, the repeal of Ordinances Nos. 1269 and 1295 are expressly conditioned on this ordinance becoming effective at the same time that Ordinances Nos. 16-01 and 16-03 (which repeal Ordinances 1295 and 1269) become effective. While the filing of a petition for election is not anticipated, it remains as a legal contingency that may affect the implementation of this ordinance.

If the proposed ordinances are adopted by the City Council after the public hearing, the City must notify the Department of Taxation and Revenue on or before March 31, 2016, in order for the taxes to become effective on July 1, 2016. This three month time is to allow the Taxation and Revenue Department to include these changes in the gross receipts tax schedule that is revised and provided to taxpayers every six months.

The effect of these three proposed ordinances would allow the City Council greater flexibility in appropriating revenues that are currently derived from the taxes which are proposed to be repealed and replaced with a single tax that is equal in rate to the combined rates of those to be repealed. Receipts from the revised tax will permit the City Council to fund such projects as recreational or other municipal facilities, debt service or general operational purposes.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

There will be no change in the amount of revenue from gross receipts taxes as a result of the simultaneous adoption and effective dated of this Proposed Ordinance (No. 16-02) and Proposed Ordinances Nos. 16-01 and 16-03.

LEGAL REVIEW:

The City Attorney has reviewed Proposed Ordinance No. 16-02. The New Mexico Department of Taxation and Revenue has also reviewed the language and form of this Proposed Ordinance.

BOARD AND COMMITTEE ACTION:

The Finance Committee recommended Proposed Ordinance No. 16-02 at its January 7, 2016 meeting.

STAFF RECOMMENDATION:

City Council consideration of Proposed Ordinance 16-02.

Attachments

Proposed Ordinance 16-02

PROPOSED ORDINANCE NO. 16-02

**AN ORDINANCE REPEALING A MUNICIPAL
LOCAL OPTION GROSS RECEIPTS TAX**

BE IT ORDAINED BY THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that Ordinance Number 1295, effective January 1, 1998, and imposing an excise tax equal to one-sixteenth of one percent (.0625%) of a municipal local option gross receipts tax, shall be repealed effective July 1, 2016 or January 1, 2017, whichever date occurs first after the expiration of three months from the date this ordinance is delivered or mailed to the Taxation and Revenue Department; and further provided that this Ordinance shall not become effective unless Ordinance Number 16-01 shall have simultaneously become effective on the same date as this Ordinance.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO,
THIS 11th DAY OF FEBRUARY, 2016.

CITY SEAL

Dennis Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 5.

Meeting Date: 02/11/2016

COMMITTEE: Finance

CONTACT: Monica Garcia

CHAIR: Caleb Grant

ACTION REQUESTED:

Proposed Ordinance 16-03 - To hold a public hearing on Proposed Ordinance No. 16-03 and to vote on the adoption of Proposed Ordinance No. 16-03. (Grant/Zarr)

BACKGROUND:

Proposed Ordinance No. 16-03 will repeal Ordinance No. 1269, which currently imposes a one sixteenth of one percent (0.0675) gross receipts tax, the revenues from which are dedicated to environmental services. Ordinance No. 1269 was adopted pursuant to the authority of NMSA 1978 §7-19D-10. This tax has been in effect since January 1, 1996.

This Proposed Ordinance and Proposed Ordinances Nos. 16-01 and 16-02 are to be considered together. Proposed Ordinance No. 16-02 will repeal Ordinance No. 1295, which currently imposes a one sixteenth of one percent (0.0675) gross receipts tax, the revenues from which are dedicated by the City in equal part to enhancing police and fire department budgets. This tax has been in effect since January 1, 1998.

Proposed Ordinance No. 16-01 will replace these two taxes with a municipal gross receipts tax of one eighth of one percent (0.125) which will be dedicated to general municipal purposes. **This tax will not result in any net increase in the gross receipts tax rates imposed by the City.** This tax is authorized by NMSA 1978 §7-19D-9, and this tax is subject to petition for election. Thus, the repeal of Ordinances Nos. 1269 and 1295 are expressly conditioned on this ordinance becoming effective at the same time that Ordinances Nos. 16-02 and 16-01 (which repeal Ordinances 1295 and 1269) become effective. While the filing of a petition for election is not anticipated, it remains as a legal contingency that may affect the implementation of this ordinance.

If the proposed ordinances are adopted by the City Council after the public hearing, the City must notify the Department of Taxation and Revenue on or before March 31, 2016, in order for the taxes to become effective on July 1, 2016. This three month time is to allow the Taxation and Revenue Department to include these changes in the gross receipts tax schedule that is revised and provided to taxpayers every six months.

The effect of these three proposed ordinances would allow the City Council greater flexibility in appropriating revenues that are currently derived from the taxes which are proposed to be repealed and replaced with a single tax that is equal in rate to the combined rates of those to be repealed. Receipts from the revised tax will permit the City Council to fund such projects as recreational or other municipal facilities, debt service or general operational purposes.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

There will be no change in the amount of revenue from gross receipts taxes as a result of the simultaneous adoption of this Proposed Ordinance (No. 16-03) and Proposed Ordinances Nos. 16-01 and 16-02.

LEGAL REVIEW:

The City Attorney has reviewed Proposed Ordinance No. 16-03. The New Mexico Department of Taxation and Revenue has also reviewed this Proposed Ordinance.

BOARD AND COMMITTEE ACTION:

The Finance Committee recommended Proposed Ordinance No. 16-03 at its January 7, 2016 meeting.

STAFF RECOMMENDATION:

The City Council consideration of Proposed Ordinance 16-02.

Attachments

Proposed Ordinance 16-03

PROPOSED ORDINANCE NO. 16-03

**AN ORDINANCE REPEALING A MUNICIPAL
LOCAL OPTION GROSS RECEIPTS TAX**

BE IT ORDAINED BY THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that Ordinance Number 1269, effective January 1, 1996, and imposing an excise tax equal to one-sixteenth of one percent (.0625%) of a municipal local option gross receipts tax, shall be repealed effective July 1, 2016 or January 1, 2017, whichever date occurs first after the expiration of three months from the date this ordinance is delivered or mailed to the Taxation and Revenue Department and further provided that this Ordinance shall not become effective unless Ordinance Number 16-01 shall have simultaneously become effective on the same date as this Ordinance.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO,
THIS 11th DAY OF FEBRUARY, 2016.

CITY SEAL

Dennis Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 6.

Meeting Date: 02/11/2016

COMMITTEE: Legal

CONTACT: William Zarr

CHAIR: Jason Perry

ACTION REQUESTED:

Proposed Ordinance 16-04 - To hold a public hearing authorizing the sale of a vacant parcel of land described as consisting of 9.0 +/- acres, located at the Roswell International Air Center, South Gail Harris Street and East Martin Street. (Sandoval/Polasek)

BACKGROUND:

Proposed Ordinance No. 16-04 will authorize the sale of City owned real property located at the Roswell International Air Center, South Gail Harris Street and East Martin Street and consisting of 9.0 +/- acres. The property purchase price, per appraisal data, is offered at \$250,000, with provisions to consent to the City's ability to reacquire at the purchase price some or all of the property should it remain undeveloped following a forty-eight month period after the sale.

A revised final version of the proposed ordinance and real estate contract are included as attachments.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

The sale of the property will provide for property taxes in addition to gross receipts taxes and occupancy taxes from the proposed development.

LEGAL REVIEW:

The City Attorney has reviewed Proposed Ordinance No. 16-04 and corresponding real estate contract.

BOARD AND COMMITTEE ACTION:

City Council approved advertisement for this ordinance at the January 14, 2016 City Council meeting.

STAFF RECOMMENDATION:

City Council consideration to approve Proposed Ordinance 16-04.

Attachments

Proposed Ordinance 16-04 (rev)

Real Estate Contract (RIAC-Pro Ord. 16-04 rev)

PROPOSED ORDINANCE 16-04

AN ORDINANCE OF THE CITY OF ROSWELL AUTHORIZING THE SALE OF A VACANT PARCEL OF LAND DESCRIBED AS CONSISTING OF 9.0 +/- ACRES, LOCATED AT ROSWELL INTERNATIONAL AIR CENTER, SOUTH GAIL HARRIS STREET AND EAST MARTIN STREET.

WHEREAS, the City of Roswell has declared the disposition of the parcel of land listed herein for the sum of Two-Hundred and Fifty Thousand Dollars (\$250,000) as an equitable price in the best interest of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, THAT:

SECTION 1. Description: The municipal real property to be sold is located at the Roswell International Air Center, South Gail Harris Street and East Martin Street, Roswell, New Mexico, containing 9.0 ± acres. This parcel of real property is currently vacant. The parcel of real property is described as a portion of ILEA SUMMARY PLAT Block: 0 Tract: 1 BK 688 PG 501 QCD in the Chaves County Clerk's Office, Chaves County, New Mexico.

SECTION 2. Buyer: Tulip Development, LLC.

SECTION 3. Terms: Buyer agrees to pay cash at closing to the City of Roswell in the net amount of Two-Hundred and Fifty Thousand Dollars (\$250,000). Buyer will also pay for all closing costs, in addition to the cost of survey and title commitment.

SECTION 4. Value: Approximate Value of Two-Hundred and Forty-Five Thousand, and Seventeen Dollars (\$245,017). Value established by appraisal dated August 18, 2015. Appraisal completed by Kunkel and Associates, Oscar E. Kunkel, Jr., New Mexico State Certified Appraiser #314-G.

SECTION 5. Purpose: (1) to allow for the sale of excess municipally owned property; (2) to allow Buyer to develop lodging facilities, multi-family housing and dining (3) to increase the City's tax base and to promote development and growth in the area

SECTION 6. Repealer: All ordinances or parts of ordinances in conflict or inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

SECTION 7. Severability: If any section, paragraph, clause or provisions of this ordinance for any reason shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other part of this ordinance.

SECTION 8. Effective Date: This ordinance shall be effective Forty-Five (45) days after its adoption, unless a referendum election is held pursuant to NMSA 1978 Section 3-54-1(E). A petition calling for a referendum election on the sale of this real property must be filed no later than thirty (30) days after the adoption of the ordinance and must comply with the requirements

of NMSA 1978 Section 3-54-1 (E). In the event that a referendum election is held, the effective date shall be as prescribed by statute.

SECTION 9. Authorization: On or after the effective date of this Ordinance, the Mayor, City Clerk, or other City officials as may be necessary, are hereby authorized to execute an agreement of sale in substantially the form as attached, together with all necessary documents of sale and deed in accord with the terms set forth in the attached agreement.

PASSED, ADOPTED and APPROVED the 11th day of February, 2016.

CITY SEAL

Dennis Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT (this "Contract") made and entered into this ____ day of _____, 2016, by and between the **CITY OF ROSWELL**, a municipality and political subdivision of the State of New Mexico, as Seller ("Seller") and Tulip Development, LLC, whose principle place of business is located at 422 Duxbury Court, Sunnyvale, Texas 75182, as Buyer ("Buyer"), hereafter sometimes collectively referred to as the "Parties").

RECITALS

WHEREAS, the Seller owns and wishes to sell a vacant tract of land consisting of 9.0 +/- acres, located at Roswell International Air Center, South Gail Harris Street and East Martin Street (the "Subject Property"), subject to easements, reservations, restrictions, mineral reservations, mineral conveyances of record, and applicable zoning ordinances;

WHEREAS, Seller represents that both the City of Roswell's water source and electricity is accessible and can be readily hooked up to the Subject Property;

WHEREAS, Buyer is a Limited Liability Corporation that desires to purchase the Subject Property; and

WHEREAS, the Governing Body approved of the sale of the Subject Property by adoption of Ordinance No. 16-04 on February 11, 2016, and which Ordinance 16-04 became effective 45 days after its adoption pursuant to the terms of Section 8 of said Ordinance and in accord with the provisions of NMSA 1978 §3-54-1(E); and

WHEREAS, the Parties have agreed upon the terms and conditions of such purchase;

WITNESSETH:

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the payment to be made by Buyer, and other good and valuable consideration in hand paid by Buyer to Seller, the parties do hereby agree as follows:

1. **Sale of Real Property:** Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, upon the terms, provisions and conditions herein contained, Seller's interest in the Subject Property subject to easements, reservations, restrictions, mineral reservations, mineral conveyances of record, and applicable zoning ordinances.

2. **Purchase Price:** The total purchase price ("Purchase Price") for Seller's interest in the Subject Property is two-hundred and fifty thousand Dollars (\$250,000). Buyer also agrees to pay the following costs associated with the sale of the Subject Property:

A. The cost of the survey for the Subject Property;

- B. The cost of obtaining a title commitment; and
- C. All closing costs.

The Purchase Price, in addition to the above costs of the survey and appraisal of the Subject Property, will be payable by Buyer to Seller in a single cash payment at Closing without interest.

3. **Tax Identification Numbers:** Buyer and Seller will provide their respective Federal Tax Identification Numbers.

4. **Representations and Warranties of Seller:** Seller warrants and represents to Buyer that the following are true and will be true at Closing as though the warranties and representations were made at Closing:

A. **Title to the Subject Property.** Seller has marketable title to the Subject Property, subject to all easements, reservations, covenants and restrictions of record.

B. **Claims.** No actions, suits, proceedings or investigations are pending, or to the knowledge of Seller, threatened against or relating to the Subject Property in any court, or before any government department or agency, and Seller does not know of the basis for any such action, suit, proceeding or investigation.

5. **Evidence of Title:** Buyer will satisfy itself of Seller's title to the Subject Property. Seller has no obligation to secure a title binder or policy. If Buyer secures a title commitment or binder, it must be secured within 30 days of execution of this Contract. If the commitment reflects any defects in title which render the title to the Subject Property unmarketable, then Buyer must notify Seller in writing no later than 10 days after receipt of the commitment, specifying the title matters which render the title unmarketable, or such title defects will be deemed waived and the title accepted by Buyer. If Buyer notifies Seller of any such title defects, then Seller may, at its discretion, attempt to cure such defects. If Seller is either unable or unwilling to cure the defects rendering the title unmarketable by Closing, Buyer may, at the option of Buyer, terminate this Agreement or Buyer may waive the objections and accept title to the Subject Property subject to such defects and proceed to Closing without a reduction in the Purchase Price.

6. **Closing:** This transaction shall close upon the execution of this Contract by both the Buyer and the Seller, and upon the fulfillment of subsection A and B below as follows: (hereinafter referred to as the "Closing" or "Date of Closing"):

A. **Deeds:** Seller shall execute and deliver to Buyer a Warranty Deed in favor of Buyer on the New Mexico statutory form conveying to Buyer all right, title and interest in the Subject Property upon complete performance of the terms of this Contract and subject to the matters set forth on the title binder.

B. **Reversion:** The deed shall provide that the Property shall, at the Sellers option, revert to the Seller at the same cost as the purchase price as paid by Buyer if Buyer does not complete the development of lodging facilities, multi-family housing and dining facilities

within forty-eight (48) months from the date of the closing. In the event that the Buyer only completes development of a part of the Property within said 48 month time period, the reversion shall only apply to that part of the Property which has not been developed, and the cost to be paid by the City shall be apportioned by square footage of the undeveloped part of the Property.

C. **Purchase Price:** At or prior to Date of Closing, Buyer shall deliver to Seller the Purchase Price as agreed upon in Paragraph 2 above.

7. **Fees and Costs:** Buyer and Seller shall each be responsible for their own respective attorney's fees incurred in this transaction. Neither Buyer nor Seller has secured the assistance of a real estate broker and no real estate commissions will be incurred. Seller shall bear the cost of recording all documents regarding releases and curative instruments concerning defects in title. Buyer shall share bear the cost of recording this Contract or a Memorandum of this Contract. Ad valorem taxes due on the Subject Property for the year 2016 shall be prorated to the date of Closing based upon actual 2015 taxes if the tax bill for 2016 taxes is not yet available. All Closing costs and fees at Closing shall be borne by the Buyer. Buyer may secure at its own expense an Owner's Policy of Title Insurance in the amount of the Purchase Price.

8. **Possession:** Buyers shall be entitled to possession of the Subject Property at Closing.

9. **Surveys and Inspections:** Seller makes no representations concerning the actual acreage in the Subject Property or the square footage of the residence located thereon. Buyer must satisfy itself with respect to actual acreage and footage. Buyer may inspect or have the Subject Property inspected for damage, defects, quality of construction, environmental condition and other inspections reasonably required by Buyer prior to Closing and Seller agrees to reasonably cooperate in making the Subject Property available for such inspections. Buyer shall bear the costs of any and all inspections. In the event an inspection reveals a condition in the Subject Property that adversely affects Buyer's ability to build improvements on the Subject Property, and that requires a remedy that would reasonably cost in excess of 5% of the total Purchase Price, Buyer may, at its sole discretion, terminate this Agreement, or may continue to close this transaction subject to the damage or defect without a reduction in the Purchase Price and without further recourse against Seller.

10. **Notices:** All notices and other items required to be given or delivered as provided in this Agreement will be in writing and will be delivered or transmitted by facsimile as follows:

Seller at: C/O City Manager
P.O. Box 1838
Roswell, New Mexico 88202

Buyer at: Tulip Development LLC
422 Duxbury Court
Sunnyvale, Texas 75182

Notices will be considered given when actually delivered.

11. **Failure to Close:**

A. If this transaction is not closed because Seller is unable to cure the non-waived objections which render the title unmarketable or because any of Seller's representations or warranties are not true as of Closing, neither Seller nor Buyer will have any further obligation to the other as provided in this Agreement.

B. If Seller wrongfully fails or refuses to close this transaction, Buyer will have whatever remedies against Seller as are available to Buyer at law or in equity, including specific performance, for the breach of this Agreement by Seller.

C. If Buyer wrongfully fails or refuses to close this transaction, Seller will have whatever remedies against Buyer as are available to Seller at law or in equity, including specific performance, for the breach of this Agreement by Buyer.

12. **Seller's Disclaimers and Waivers:**

A. Seller has not performed environmental audits on the Subject Property and Seller has made no representations concerning the environmental quality of the Subject Property. Seller is conveying his interest in the Subject Property to Buyer "as is" and Seller hereby disclaims all warranties, express or implied concerning the environmental quality and condition thereof.

B. Buyer acknowledges that (i) it has had and pursuant to this Agreement will have prior to Closing, access to the Subject Property and (ii) in making a decision to enter into this Agreement and consummate the transaction contemplated hereby, Buyer has relied solely upon the basis of her own independent investigation of the Subject Property. Buyer acknowledges that prior to Closing she will have inspected the Subject Property and improvements, structures, equipment and other property which pass to Buyer and Buyer will accept the same in their present condition. ACCORDINGLY, BUYER ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER HAS NOT MADE, AND SELLER EXPRESSLY DISCLAIMS AND NEGATES, ANY REPRESENTATION OF WARRANTY, EXPRESS, IMPLIED, COMMON LAW, BY STATUTE, OR OTHERWISE RELATING TO THE CONDITION OF THE IMPROVEMENTS, STRUCTURES, EQUIPMENT AND OTHER MATTERS REFERRED TO IN PARAGRAPH 11 OF THIS AGREEMENT WHICH PASS TO BUYER (INCLUDING WITHOUT LIMITATION, ANY IMPLIED OR EXPRESSED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, OR ENVIRONMENTAL CONDITION), AND ANY INFORMATION OR OTHER MATERIALS (WRITTEN OR ORAL) FURNISHED TO BUYER ON OR BEHALF OF SELLER.

13. **Modification of Contract:** This Contract may be modified only by written agreement and signed and dated by both Buyer and Seller.

14. **Additional Instruments:** The parties hereto agree to execute such other and further instruments as may be necessary to carry out the terms and provisions of this Contract.

15. **Complete Agreement:** This Contract, with respect to the subject matter hereof, shall constitute the full and complete understanding and agreement of the parties, and there are no other understandings, obligations, relationships or agreements, written or oral.

16. **Choice of Law:** This Contract shall be construed in accordance with the provisions of New Mexico law.

17. **Expiration of Contract:** Upon full execution of this Contract, the Contract will remain in full force and effect until the terms of this agreement have been fully performed by Buyer and Seller has delivered to Buyer the Warranty Deed.

18. **Time of the Essence.** Time shall be of the essence in the performance of the Buyer and Seller of all terms, provisions and conditions hereof.

19. **Severability.** If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held to or deemed to be inoperative, unenforceable, or invalid as applied to any particular matter, such circumstance shall not have the effect of rendering such provision invalid in any other case or rendering any of the other parts of this Agreement inoperative, unenforceable, or invalid.

20. **Counterparts.** This Agreement is being executed in counterparts, each of which shall be deemed an original.

ATTEST:

Sharon Coll, City Clerk

SELLER:

CITY OF ROSWELL

By:

CITY MANAGER

State of New Mexico)
) ss.

County of Chaves)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by **the City Manager** of the **CITY OF ROSWELL**, New Mexico.

My Commission Expires:

Notary Public

BUYER:

By:

State of New Mexico)

) ss.

County of Chaves)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by

_____.

My Commission Expires:

Notary Public

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 7.

Meeting Date: 02/11/2016

COMMITTEE: N/A

CONTACT: Louis Najar

CHAIR: Jeanine Corn-Best

ACTION REQUESTED:

Request approval of the Yucca Recreation Center RFP Award for Architectural Services. (Contingent upon the City Council approval of Resolution 16-12 for the reimbursement of the design and engineering for the Yucca Recreation Center.)

BACKGROUND:

The City has begun the process to construct a new recreation center. The first part of this process included publishing an RFP for architectural design services on 11/8/15. Nine (9) firms responded to the RFP on 12/1/15. All 9 firms were scored per the state procurement code of which 4 of those firms, with the highest average ranks, were interviewed. Huitt-Zollars was selected by the review committee as the best vendor for this project.

Huitt-Zollars has had several successful projects similar in nature within New Mexico to include several other states. The scope of work will be Programming (site selection and investigation), Schematic Design, Design Development, Construction Documents, Bidding, Construction Administration, and an 11-month Warranty Inspection. The design package will be a new Yucca recreation center that will be able to offer services in the same manner as the current Yucca Recreation Center. Upon receipt of the Notice to Proceed, Huitt-Zollars will have 40 weeks (10 months) to complete the design package.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

The project award for architectural services will not exceed \$500,000 including reimburseables and GRT. Funding in the amount of \$250,000 is provided by State of New Mexico Capital Outlay funding for use in planning and design. The remaining \$250,000 is provided by Resolution 16-21 as recommended at the February 4, 2016 Finance Committee Meeting.

LEGAL REVIEW:

Recommended award follows all City and State procurement codes.

BOARD AND COMMITTEE ACTION:

Parks and Recreation Commission reviewed and recommended approval to award the project as presented at their January 11, 2016 meeting.

Infrastructure Committee reviewed and recommended approval to award the project as presented at their January 19, 2016 meeting.

STAFF RECOMMENDATION:

City Council consideration of award for architectural services as presented to Huitt-Zollars.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 8.

Meeting Date: 02/11/2016

COMMITTEE: Finance

CONTACT: Monica Garcia

CHAIR: Caleb Grant

ACTION REQUESTED:

Request to authorize purchase of three (3) Chevrolet Tahoe's for the Police Department.

BACKGROUND:

These new units will replace three (3) high mileage Crown Victoria's currently in the fleet.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

These units were approved in the FY2016 Final Budget and are being purchased on state Contract for \$33,498.00 each.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

The Finance Committee recommended approval at their meeting on Thursday, February 4, 2016.

STAFF RECOMMENDATION:

City Council consideration to authorize the purchase of three (3) Chevrolet Tahoe's for the Police Department.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 9.

Meeting Date: 02/11/2016

COMMITTEE: Legal

CONTACT: William Zarr

CHAIR: Jason Perry

ACTION REQUESTED:

Request to authorize Kerry Hunter, an individual, to renew his current lease agreement on Building No. 117.

BACKGROUND:

Kerry Hunter leases the building for the purpose of vehicle storage and maintenance. 4,736 square feet. New rent amount is \$457.00 monthly; \$5,484.00 annually. Rent adjustment is 2.7%. Kerry Hunter has been a customer since March 1993.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Kerry Hunter new rent amount is \$457.00 monthly; \$5,484.00 annually. Rent adjustment is 2.7%. Term: March 1, 2016 through February 28, 2017.

LEGAL REVIEW:

The City Attorney has reviewed the requested action.

BOARD AND COMMITTEE ACTION:

The Legal Committee recommended the City Council authorize this lease at their February 3, 2016 meeting.

STAFF RECOMMENDATION:

Airport Staff recommends the approval of lease agreements and lease amendments as proposed.

Attachments

Hunter

LEASE AGREEMENT

THIS LEASE executed in Roswell, New Mexico on this 11th day of February, 2016 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter designated "Landlord", and KERRY HUNTER, an individual, hereinafter designated as "Tenant".

WHEREAS Landlord has agreed to lease to Tenant the real property described below, together with the improvements thereon, in Chaves County New Mexico, and Tenant has agreed to lease said real property and improvements from Landlord;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. GRANTING CLAUSE AND PREMISES. For the term, at the rent and otherwise upon the terms, provisions and conditions contained herein, Landlord hereby lets and leases unto Tenant the surface only to the following real property, together with all improvements located thereon:

Building No. 117 consisting of 4,736 square feet, more or less, located at the Roswell International Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" (Premises).

2. TERM. The Lease term is for one (1) year, commencing on March 1, 2016 and ending February 28, 2017 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent the sum of Five Thousand, Four Hundred, Eighty Four Dollars and No Cents (\$5,484.00), payable in 12 monthly installments of \$457.00. Rent and other fees are due on the first day of each month. If Tenant fails to pay all rent and other fees due for any month by the tenth calendar day of the month that said rent and fees are due, Tenant shall pay to Landlord an additional 2% finance charge, as a penalty, each month until the full amount of that month's rent is paid. This penalty shall be immediately payable without limiting Landlord in the exercise of any other right or remedy to which it may be entitled by reason of Tenant's failure to pay rent when due. All rent shall be paid to Landlord without abatement, reduction or set off of any kind except as herein specifically provided.

4. SECURITY DEPOSIT. Tenant has paid \$366.00 in advance as security for Tenant's full and faithful performance of all terms of this lease. This amount shall be used by Landlord at the termination of this Lease Agreement toward a. payment for rent or penalties due Landlord, b. reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Premises and c. the cost of removal of any hazardous material not properly disposed of by Tenant. Landlord shall be the sole and reasonable judge of all cleaning and repairs required for the Premises and the amounts needed for these purposes. Upon termination or expiration of this Lease the security deposit shall first be applied to necessary cleaning and removal, repairs and the remaining balance, if any, may then be applied to rentals and penalties then owing to Landlord. Any refund of the security deposit due Tenant will be delivered or mailed in accordance with Paragraph 26 of this Agreement within 60 days after the termination of this Lease Agreement.

5. CONDITION OF PREMISES. Tenant has inspected Premises and accepts the Premises in its present condition "as is". Tenant acknowledges that any requirements for accessibility and/or public accommodation(s)

are Tenant's responsibility. Tenant agrees that the Premises is in good repair and condition except as noted herein. Tenant agrees that, at the expiration of the term hereof, it shall yield up and deliver the Premises to Landlord in as good repair and condition, broom clean, as when received, except for loss resulting from ordinary use and wear.

6. MAINTENANCE.

a. Tenant shall maintain the Premises in a safe and clean condition, in good order and repair. Tenant further agrees, at its sole cost and expense, to maintain the Premises, including improvements, in a clean and policed condition at all times and to keep trees, shrubbery, and grass irrigated, trimmed and attractively maintained.

b. Further, Tenant shall maintain and replace when necessary the plumbing and electrical systems as well as all glass, heating, air conditioning, and other similar fixtures and equipment located on or in any portion of the Premises.

c. Tenant shall make necessary corrections and/or adjustments to maintenance practices as inspections reasonably determine. Landlord shall be the sole and reasonable judge of the quality of maintenance and, upon written notice by Landlord to Tenant, Tenant shall be required to perform whatever maintenance Landlord deems reasonably necessary, provided, however, such maintenance shall be consistent in quality with that required of other City Tenants in comparable facilities. If said maintenance is not undertaken by Tenant within ten (10) days after the date Landlord gives Tenant written notice of corrections needed, Landlord shall have the right to enter upon the Premises and perform the necessary maintenance, the cost of which shall be two times the cost for parts and labor and borne by Tenant.

7. TAXES, LICENSES AND UTILITIES. During the term hereof, Tenant shall pay all taxes, licenses, charges, fees or assessments levied or to be levied upon personal-property, fixtures or equipment placed by Tenant upon said Premises, of whatsoever kind or nature, incident to or arising out of the conduct of Tenant's business. Failure to have an appropriate current license or permit shall be a breach of this Lease. Tenant shall pay all utilities used on the Premises, including but not limited to telephone, electricity, gas, and water.

8. PERSONAL PROPERTY AND FIXTURES OF TENANT. All personal property and fixtures of Tenant in the Premises shall be kept at the sole risk of Tenant, and Landlord shall not be liable for any damage thereto or to Premises or to Tenant for interruption of business or otherwise. Tenant hereby waives all causes or rights of recovery against Landlord, its agents, employees, invitees and tenants for any loss to such personal property and fixtures on the Premises or to consequential loss arising therefrom caused by fire or other casualty, whether negligently caused or not.

9. EQUIPMENT AND IMPROVEMENTS.

a. Except as otherwise provided herein, Tenant shall have the right to install such equipment as may be necessary for the conduct of its business on the Premises; and at the expiration or termination of the Lease Tenant shall have the right to remove all of such equipment installed by Tenant that is removable without damage to the Premises. Also Tenant shall, upon written demand by Landlord, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant pursuant to this Paragraph 9.

b. Tenant shall not make, suffer or permit to be made, any major additions, alterations or improvements on the Premises (including but not limited to, installing carpeting, air conditioning, painting, or attaching anything to the walls other than by plug-in) without first obtaining the written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion. In the event that the consent is given and Tenant makes any major alterations, additions or improvements, such work shall be done in such a manner that no mechanic's lien, materialman's lien or other lien of any kind shall be created against or imposed upon the Premises or any part thereof, and Tenant shall indemnify and save harmless Landlord from any and all liability and claims for damage of any kind and nature which may be made or accrue against Landlord on account of any such major alterations, additions or improvements. At the expiration or termination of this Lease such improvements shall become the property of Landlord and the value thereof will not be offset against any amounts claimed by Landlord as owing under the terms of this Lease. Tenant agrees to bear all costs and expenses incident to the occupancy and maintenance of the structure and improvements placed therein including snow clearance.

10. INSURANCE.

a. Landlord will provide fire and extended coverage to the Premises during the term of the Lease. Tenant agrees to reimburse Landlord for the amount of insurance premium based upon the pro-rata per square foot cost attributable to the Premises as determined and billed by Landlord. Tenant understands that fire and extended coverage does not cover the property of Tenant or any property on the premises that does not belong to Landlord.

b. Tenant shall maintain in full force and effect a policy or policies of general public liability insurance in which Landlord is named an additional insured to the extent of the liabilities assumed by Tenant hereunder, covering both parties against claims for injury, death or damage to persons or property occurring upon, in or about the Premises, in such limits as set forth in the New Mexico Tort Claims Act or as may be amended. Tenant shall provide Landlord written evidence of this insurance within thirty (30) days of the effective date of the Lease.

c. Landlord agrees to waive any rights of subrogation that it may have against Tenant in the event any insurance proceeds are paid to Landlord based upon any act or failure to act by Tenant. Tenant agrees to waive any rights of subrogation that it may have against Landlord in the event any insurance proceeds are paid to Tenant based upon any act or failure to act by Landlord.

11. DAMAGE OR DESTRUCTION OF PREMISES.

a. In the event the Premises are damaged by fire or other perils or casualty covered by fire and extended coverage insurance, Landlord may, in its sole and absolute discretion, repair or rebuild the same within a reasonable time after the event causing such damage. This Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by Tenant in the Premises as determined by Landlord. If the damage is due to the fault or neglect of Tenant or its employees, as determined by Landlord in its sole discretion, there shall be no reduction of rent. Landlord may authorize or direct construction of an alternative structure or may elect to retain any insurance proceeds received by it if Landlord deems reconstruction or construction of an alternative structure to be impractical or unreasonable in its sole discretion.

b. In the event the Premises are damaged to any extent as a result of any cause other than the perils covered by fire and extended coverage insurance, Landlord shall in its sole discretion have the option to: (1.) to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage, in which case this Lease shall continue in full force and effect, but the rent shall be proportionately reduced as provided above in 11a. during the period of such repair, reconstruction or restoration, or (2.) to give notice to Tenant at any time within sixty (60) days after such damage occurs, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving to Tenant such notice of termination, this Lease shall terminate and all interests of Tenant in the Premises shall cease on the date so specified in such notice and Tenant shall pay the rent, as proportionately reduced, based upon the extent, if any, to which such damage interfered with the business carried on by Tenant in the Premises, up to the date of such termination.

c. With regard to Landlord's duty or option to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage as provided in 11a. and b. above, Landlord shall act promptly and with due diligence, but Landlord shall not be responsible for delays caused by factors beyond Landlord's control, including but not limited to delays because of strikes, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other authority to act in a timely manner, or delays caused by contractors. If such delays occur, Tenant agrees that Landlord shall not be responsible for damages, nor shall Landlord be deemed to be in default under this Lease.

d. Landlord shall not be required to repair any damage by fire or other casualty, or to make any repair or replacements of any leasehold improvements, fixtures, or other personal property of Tenant.

12. **LIABILITY.** Landlord shall not be liable to Tenant or to Tenant's employees, customers, visitors or any other person or entity for any death or injury or damage to person or property arising from any cause whatsoever which shall occur in any manner in or about the Premises in connection with, or arising out of Tenant's operations and use of the Premises. Tenant agrees to indemnify and save harmless Landlord from any claim for death, injury, damage or loss which may occur in any manner in or about the Premises, unless such death, injury, damage or loss is proximately and solely caused by negligent act or omission to act of Landlord's Agents.

13. **CONDEMNATION OR GOVERNMENTAL TAKING.** In the event that the Premises or any portion thereof shall be condemned for public or quasi-public purpose, or shall be taken by any governmental authority in any manner whatsoever during the term hereof, the parties hereto agree to the following:

a. In the event that the Leased Premises shall be totally condemned or taken, or condemned or taken so as to render the remainder thereof unusable for purposes for which said Premises was leased, this Lease shall terminate as of the effective date of such condemnation or taking.

b. In the event that a portion of the leased Premises is condemned or taken, but such condemnation or taking does not render the remainder thereof unusable for the purposes for which the Premises was leased, Tenant's obligation under this Lease shall continue in full force and effect, but the amount of rent payable by Tenant shall be reduced in the proportion which the portion of the leased Premises condemned or taken bears to the total area of the leased Premises. In such event, Tenant shall bear any necessary costs of relocating its equipment and placing the remaining Premises in proper and usable condition.

c. In the event of total or partial condemnation or taking of the leased Premises as aforesaid, all compensation awarded or paid upon a total or partial taking of the Premises shall belong to Landlord and Tenant shall have no right or cause of action against Landlord; provided, however that Tenant shall be entitled to participate in any award to the extent that such award includes the loss, if any, sustained by Tenant as a result of the termination of this Lease or diminution of its leasehold estate and the value of any fixtures condemned or taken if such fixtures were installed by Tenant and are located upon the Premises at the time of such condemnation or taking. Tenant reserves the right to proceed independently of Landlord with any claim for compensation for damages to which Tenant may become entitled by reason of such total or partial condemnation or taking.

14. CONDITIONS OF DEFAULT. If at any time during the term of this Lease, Tenant shall:

a. Default in the payment of any installment of rent or any other sums specifically to be paid by Tenant hereunder and such default shall not have been cured within ten (10) days after Landlord shall have given to Tenant written notice specifying such default; or

b. Default in the observance of any of the Tenants's covenants, agreements or obligations hereunder, other than the covenants to pay rent or any other sum herein specified to be paid by Tenant, and such default shall not have been cured within thirty (30) days after Landlord shall have given to Tenant written notice specifying such default; provided, however, that if the default complained of shall be of such nature that he same cannot be completely remedied or cured within such thirty (30) day period, then such default shall not be an enforceable default against Tenant for the purposes of this paragraph if Tenant shall have commenced curing such default within such thirty (30) day period and shall proceed with reasonable diligence and in good faith to remedy the default complained of; or

c. Finally and without further possibility of appeal or review (1.) be adjudicated bankrupt or insolvent, (2.) have a receiver or trustee appointed for all or substantially all of its business or assets, or (3.) suffer an order to be entered approving a petition filed against Tenant seeking reorganization of Tenant under the Federal Bankruptcy laws or any other applicable law or statute of the United States or any state thereof; or

d. Make an assignment for the benefit of its creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or arrangement under the Federal Bankruptcy law or other applicable law or statute of the United States or any state thereof, or shall file a petition to take advantage of any insolvency act or shall assent to the appointment of a receiver or trustee of all or a substantial part of its business and property; or

e. Leave the Premises vacant or deserted for a period of sixty (60) consecutive days; or

f. Use the Premises for purposes other than those set forth in Paragraph 18 hereof, or fail to use the Premises for any purpose for a period of sixty (60) consecutive days and such lack of use shall continue for thirty (30) days after Landlord has given Tenant written notice specifying the default.

15. REMEDIES OF LANDLORD FOR DEFAULT. If Tenant is in default of this Lease, then Landlord shall have the following remedies:

a. Landlord may sue to collect any and all sums which may accrue to Landlord by virtue of the provisions of this Lease and/or for any and all damage that may accrue by virtue of the breach of this Lease, Tenant hereby waiving all demands for rent;

b. Landlord may sue to restrain by injunction any violation or threatened violation of the covenants, conditions or provisions of this Lease;

c. Landlord may, without further notice to Tenant and without further demand for rent due or for the observance or performance of any of said terms, conditions or agreements, immediately re-enter the Leased Premises by force or otherwise, without being liable therefor, and remove all persons and property therefrom, using such force as may be necessary. If this Lease shall be terminated before its expiration by reason of Tenant's default, or if the Tenant shall abandon or vacate said Premises before the expiration of the term of this Lease, the same may be re-rented by Landlord (but Landlord shall not be obligated so to do) for such rent and upon such terms as Landlord may see fit and Tenant shall stand liable to Landlord for any deficiency. Any costs incurred in storing Tenant's property shall be considered additional damages recoverable by Landlord.

d. If Tenant shall at any time be in default in fulfilling any of the covenants of the Lease, Landlord may, but shall not be obligated so to do, and without notice to or demand upon Tenant, take or cause to be taken such action or make such payment as may be required by such covenant, at Tenant's risk and expense, and all expenses, costs and liabilities of Landlord incurred under this paragraph shall be deemed additional rent hereunder and shall be payable to Landlord on demand together with interest thereon at the rate of fifteen percent (15%) per annum.

e. The remedies of Landlord hereunder shall be cumulative and not exclusive of any other remedy hereunder or to which Landlord may be lawfully entitled. The failure of Landlord to insist upon strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such or any other covenant or option, nor shall the receipt by Landlord of rent with knowledge of any default by Tenant, or any other action of Landlord except a waiver expressed in writing signed by Landlord, be deemed a waiver of such default, nor shall the acceptance of any sum of rental less than the sum provided for in this Lease alter the rental terms hereof or absolve Tenant from its obligation to pay the full rental herein provided, but the acceptance of any lesser sum than the full rent herein stipulated shall be an acceptance of the amount paid on account of the full rent due.

16. **LEGAL FEES.** If any person not a party to this Lease shall institute an action against Tenant in which Landlord, involuntarily and without cause, shall be made a party defendant, Tenant shall indemnify and save Landlord harmless from all liabilities, loss damage and expense by reason thereof, including reasonable attorney's fees and all reasonable costs incurred by Landlord in such action. If any action shall be brought to recover any rental under this Lease, or for or on account of any other default/breach of or to enforce or interpret any of the terms, covenants or conditions of this Lease, or for the recovery of possession of the Premises, Landlord shall be entitled to recover from Tenant all reasonable attorney fees and costs.

17. **BANKRUPTCY.** If Tenant should be adjudged bankrupt, either voluntarily or involuntarily, Landlord shall have the option to pursue with the Court having jurisdiction all remedies to which Landlord may be entitled in law or equity. In no event shall Tenant's interests in this Lease be deemed to be an asset of Tenant.

18. USE OF THE PREMISES.

a. Tenant shall use the Leased Premises solely for the purpose of vehicle storage and maintenance, together with such other related uses as shall be reasonably incidental thereto, and for no other purposes, and it shall not use the Leased Premises for any purpose prohibited by the laws of the United States and the State of New Mexico. Tenant shall be bound by the Roswell City Code or as may be amended from time to time and all applicable policies and procedures of the Roswell International Air Center ("RIAC").

b. Proper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of Tenant's occupancy of the Premises is the sole and absolute responsibility of Tenant. Tenant shall comply with all Federal, State and local regulations, laws and ordinances of the City of Roswell in disposal of any such materials. Improper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description, generated on or as a part of Tenant's occupancy of the Premises shall be grounds for the immediate Lease termination with or without process of law. Tenant represents to Landlord that it has not released any hazardous materials at the leased premises or contaminated them. To the extent it is proven that hazardous materials have been released on the leased premises by Tenant, Tenant's employees or representatives during the term of Tenant's occupancy of the leased premises, Tenant hereby unconditionally agrees at its sole cost to defend, indemnify, protect and hold Landlord harmless from and against any bodily injury, death or property damage, including (1) environmental claims, (2) environmental expenses, including without limitation, the handling, investigation, treatment, storage decontamination, remediation, removal, transport or disposal of such hazardous materials, and (3) liabilities, losses, damages, fines, penalties, charges, orders, judgments, or liens caused by such release.

c. Tenant shall operate its business in such a manner as to prevent the performance of any act or creation or maintenance of any thing which, in the opinion of Landlord, is or may become a nuisance or otherwise noxious or objectionable condition including, but not limited to, any act or thing resulting in noise, vibration, shock, smoke, dust, odor or other forms of air pollution, or other condition, substance or element in such amount as to affect areas surrounding or adjoining the Premises. Landlord shall be the sole and reasonable judge as to whether or not any act done or thing created or maintained by Tenant on the Premises is or may become a nuisance or otherwise noxious or objectionable condition, and Tenant agrees to abide by Landlord's decision and act in accordance with its directions with respect thereto.

d. Landlord reserves the right to take any action it considers necessary to protect the aerial approaches to the RIAC's airport against obstruction, and together with the right to prevent Tenant from erecting or permitting to be erected any building or other structure on the Premises which, in the opinion of Landlord, would limit the usefulness of the airport or constitute a hazard to aircraft or conflict with a current restriction or master plan.

e. Tenant shall be responsible for the security of the leased premises.

19. NONDISCRIMINATION PROVISIONS. Tenant shall use the Premises in compliance with all requirements imposed by or pursuant to Nondiscrimination in Federally Assisted Programs of the Department of Transportation 49 CFR 21. Landlord shall itself comply with these requirements in its leasing activities.

20. DOMINANT PROVISIONS. The parties acknowledge that the Leased Premises are a part of the

RIAC and are therefore subject to the provisions of the Indenture between the United States of America and the City of Roswell, dated 24 January 1968, and filed for record in Book 248, Page 901, Office of the County Clerk, Chaves County, New Mexico and any other agreements or understandings. The provisions of the above described indenture are hereby incorporated herein by reference and accepted as binding by the parties hereto.

21. ACCESS TO INSPECTION OF PREMISES. Upon giving reasonable notice to Tenant, Landlord and the Federal Aviation Administration, their agents, or contractors may enter upon the Premises during Tenant's regular business hours and have free access to all buildings and other improvements located thereon for the purpose of inspecting the condition thereof or exercising any right or power reserved to Landlord or the Federal Aviation Administration under the terms and provisions of this Lease.

22. ASSIGNMENT AND SUBLEASE. Tenant shall not assign this Lease, in whole or in part, nor sublet all or any part of the Premises.

23. HOLDOVER. In the event Tenant remains in possession of Premises after the expiration or termination of this Lease, Tenant shall be deemed a tenant from month to month only, at the rental provided for in this Lease plus an additional 5% and Tenant's occupancy shall be governed in all other provisions hereof, except as to the duration of the term, by the provisions of this Lease.

24. INTERPRETATION OF LEASE AGREEMENT. Nothing in this Lease Agreement shall be construed or interpreted as limiting, relinquishing or waiving of any rights of ownership enjoyed by Landlord in the Premises; or waiving or limiting Landlord's authority or control over the management, operation or maintenance of property, except as specifically provided for in this Lease Agreement; or impairing governmental rights and police powers of Landlord.

25. PARAGRAPH HEADINGS. The paragraph headings contained herein are for convenience and in reference and are not intended to define or limit the scope of any provision of this Lease.

26. NOTICES.

a. All notices, requests or other communications to Landlord shall be given by regular and certified mail addressed to the following:

Air Center Manager
1 Jerry Smith Circle
Roswell, NM 88203

b. All notices, requests or other communications to Tenant shall be given by regular and certified mail addressed to the following:

Kerry Hunter
PO Box 2631
Roswell, NM 88202-2631

27. EFFECT. The terms and provisions hereof shall extend to and be binding upon the successors and assigns of the parties hereto.

28. WAIVERS. One or more waivers of any covenant, term or condition of this Lease shall not be construed as a waiver of a subsequent default or breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

29. GOVERNING LAW; VENUE. This Lease and the rights and obligations of the parties hereunder shall be governed by New Mexico law. Any suit brought by either party regarding this agreement or default or breach thereof shall be filed in the courts of Chaves County New Mexico.

30. TERMINATION. This Lease may be terminated by either party by giving ninety (90) days written notice.

31. ENTIRE AGREEMENT AND AMENDMENT. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, with all negotiations, considerations, and representations between the parties having been incorporated herein. No course of prior dealings between the parties shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Lease Agreement other than those specifically set forth herein. This Lease Agreement is the entire Agreement and may be amended only in writing signed by Tenant and approved by Landlord's Governing Body.

IN WITNESS WHEREOF, this Lease Agreement is executed this _____ day of February, 2016.

CITY SEAL

LANDLORD:
CITY OF ROSWELL, NEW MEXICO

Dennis J. Kintigh, Mayor

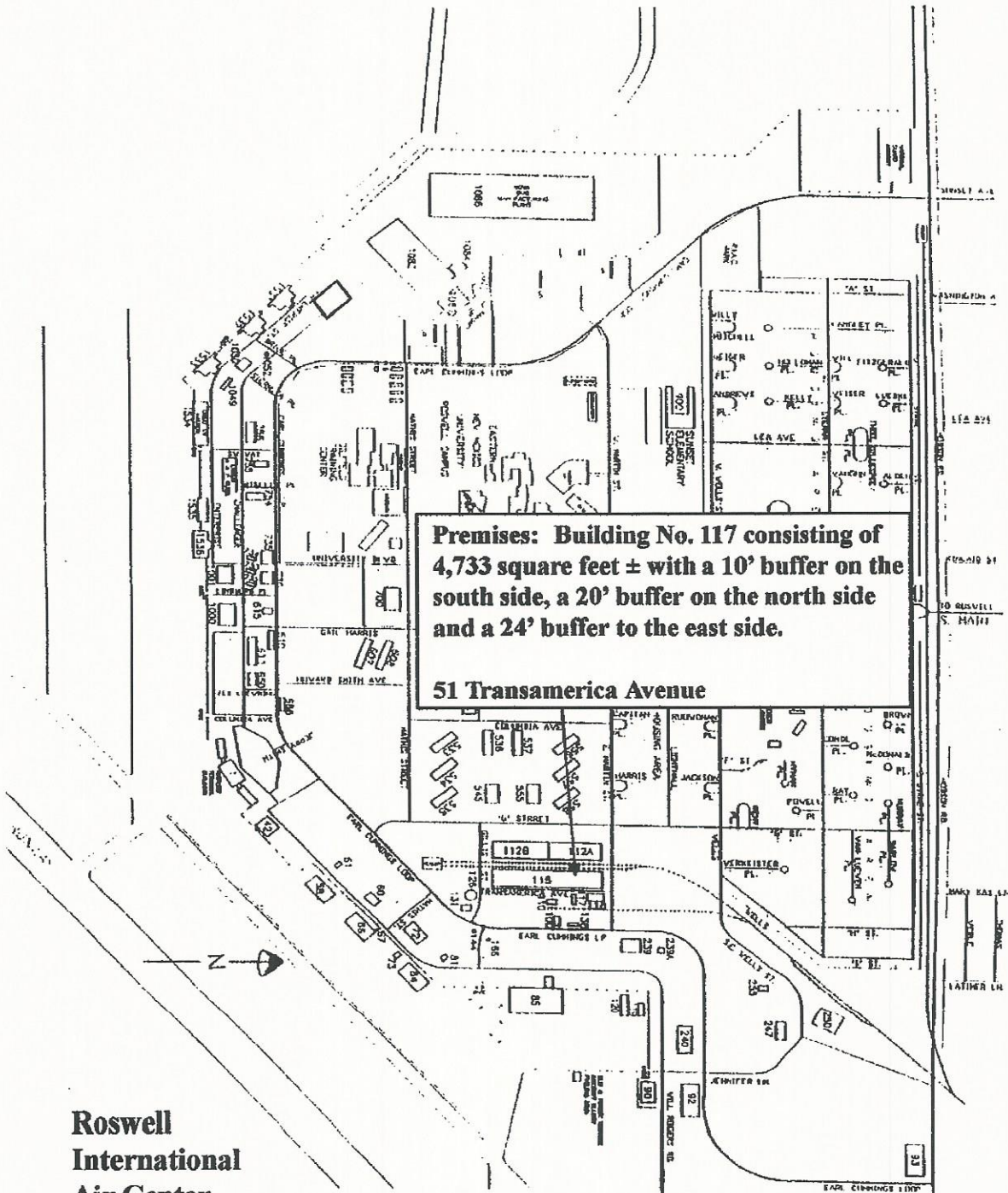
ATTEST:

Sharon Coll, City Clerk

TENANT:
KERRY HUNTER

Kerry Hunter

EXHIBIT "A"



**Roswell
International
Air Center**

EXHIBIT "A"

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 10.

Meeting Date: 02/11/2016

COMMITTEE: Legal

CONTACT: William Zarr

CHAIR: Jason Perry

ACTION REQUESTED:

Request to authorize Don and Angel Mayes, as individuals, to renew their current lease agreement on "T" Hangar Building No. 120, Space 2.

BACKGROUND:

Don and Angel Mayes leases the building for the purpose of aircraft storage and maintenance. 1,002 square feet. New rent amount is \$173.00 monthly; \$2,076.00 annually. Rent adjustment is 2.4%. Don and Angel Mayes have been customers since February 2010.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Don and Angel Mayes new rent amount is \$173.00 monthly; \$2,076.00 annually. Rent adjustment is 2.4%. Term: March 1, 2016 through February 28, 2017.

LEGAL REVIEW:

The City Attorney has reviewed the requested action.

BOARD AND COMMITTEE ACTION:

The Legal Committee recommended the City Council authorize this lease at their February 3, 2016 meeting.

STAFF RECOMMENDATION:

Airport Staff recommends the approval of lease agreements and lease amendments as proposed.

Attachments

Mayes

LEASE AGREEMENT

THIS LEASE executed in Roswell, New Mexico on this 11th day of February, 2016 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter "Landlord", and DON & ANGEL MAYES, as individuals, hereinafter "Tenant".

WHEREAS Landlord has agreed to lease to Tenant the real property described below, together with the improvements thereon, in Chaves County New Mexico, and Tenant has agreed to lease said real property and improvements from Landlord;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. GRANTING CLAUSE AND PREMISES. For the term, at the rent and otherwise upon the terms, provisions and conditions contained herein, Landlord hereby lets and leases unto Tenant the surface only to the following real property, together with all improvements located thereon:

"T" Hangar 120, Space 2 consisting of 1,002 square feet, more or less, located at the Roswell International Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" (Premises).

2. TERM. The Lease term is for one (1) year, commencing on March 1, 2016 and ending February 28, 2017 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent the sum of Two Thousand, Seventy Six Dollars and No Cents (\$2,076.00), payable in 12 monthly installments of \$173.00. Rent and other fees are due on the first day of each month. If Tenant fails to pay all rent and other fees due for any month by the tenth calendar day of the month that said rent and fees are due, Tenant shall pay to Landlord an additional 2% finance charge, as a penalty, each month until the full amount of that month's rent is paid. This penalty shall be immediately payable without limiting Landlord in the exercise of any other right or remedy to which it may be entitled by reason of Tenant's failure to pay rent when due. All rent shall be paid to Landlord without abatement, reduction or set off of any kind except as herein specifically provided.

4. SECURITY DEPOSIT. Tenant has paid \$145.00 in advance as security for Tenant's full and faithful performance of all terms of this lease. This amount shall be used by Landlord at the termination of this Lease Agreement toward a. payment for rent or penalties due Landlord, b. reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Premises and c. the cost of removal of any hazardous material not properly disposed of by Tenant. Landlord shall be the sole and reasonable judge of all cleaning and repairs required for the Premises and the amounts needed for these purposes. Upon termination or expiration of this Lease the security deposit shall first be applied to necessary cleaning and removal, repairs and the remaining balance, if any, may then be applied to rentals and penalties then owing to Landlord. Any refund of the security deposit due Tenant will be delivered or mailed in accordance with Paragraph 26 of this Agreement within 60 days after the termination of this Lease Agreement.

5. CONDITION OF PREMISES. Tenant has inspected Premises and accepts the Premises in its present condition "as is". Tenant acknowledges that any requirements for accessibility and/or public accommodation(s) are Tenant's responsibility. Tenant agrees that the Premises is in good repair and condition except as noted herein. Tenant agrees that, at the expiration of the term hereof, it shall yield up and deliver the Premises to

Landlord in as good repair and condition, broom clean, as when received, except for loss resulting from ordinary use and wear.

6. MAINTENANCE.

a. Tenant shall maintain the Premises in a safe and clean condition, in good order and repair. Tenant further agrees, at its sole cost and expense, to maintain the Premises, including improvements, in a clean and policed condition at all times and to keep trees, shrubbery, and grass irrigated, trimmed and attractively maintained.

b. Further, Tenant shall maintain and replace when necessary the plumbing and electrical systems as well as all glass, heating, air conditioning, and other similar fixtures and equipment located on or in any portion of the Premises.

c. Tenant shall make necessary corrections and/or adjustments to maintenance practices as inspections reasonably determine. Landlord shall be the sole and reasonable judge of the quality of maintenance and, upon written notice by Landlord to Tenant, Tenant shall be required to perform whatever maintenance Landlord deems reasonably necessary, provided, however, such maintenance shall be consistent in quality with that required of other City Tenants in comparable facilities. If said maintenance is not undertaken by Tenant within ten (10) days after the date Landlord gives Tenant written notice of corrections needed, Landlord shall have the right to enter upon the Premises and perform the necessary maintenance, the cost of which shall be two times the cost for parts and labor and borne by Tenant.

7. TAXES, LICENSES AND UTILITIES. During the term hereof, Tenant shall pay all taxes, licenses, charges, fees or assessments levied or to be levied upon personal-property, fixtures or equipment placed by Tenant upon said Premises, of whatsoever kind or nature, incident to or arising out of the conduct of Tenant's business. Failure to have an appropriate current license or permit shall be a breach of this Lease. Tenant shall pay all utilities used on the Premises, including but not limited to telephone, electricity, gas, and water.

8. PERSONAL PROPERTY AND FIXTURES OF TENANT. All personal property and fixtures of Tenant in the Premises shall be kept at the sole risk of Tenant, and Landlord shall not be liable for any damage thereto or to Premises or to Tenant for interruption of business or otherwise. Tenant hereby waives all causes or rights of recovery against Landlord, its agents, employees, invitees and tenants for any loss to such personal property and fixtures on the Premises or to consequential loss arising therefrom caused by fire or other casualty, whether negligently caused or not.

9. EQUIPMENT AND IMPROVEMENTS.

a. Except as otherwise provided herein, Tenant shall have the right to install such equipment as may be necessary for the conduct of its business on the Premises; and at the expiration or termination of the Lease Tenant shall have the right to remove all of such equipment installed by Tenant that is removable without damage to the Premises. Also Tenant shall, upon written demand by Landlord, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant pursuant to this Paragraph 9.

b. Tenant shall not make, suffer or permit to be made, any major additions, alterations or improvements on the Premises (including but not limited to, installing carpeting, air conditioning, painting, or attaching anything to the walls other than by plug-in) without first obtaining the written consent of Landlord,

which consent Landlord may withhold in its sole and absolute discretion. In the event that the consent is given and Tenant makes any major alterations, additions or improvements, such work shall be done in such a manner that no mechanic's lien, materialman's lien or other lien of any kind shall be created against or imposed upon the Premises or any part thereof, and Tenant shall indemnify and save harmless Landlord from any and all liability and claims for damage of any kind and nature which may be made or accrue against Landlord on account of any such major alterations, additions or improvements. At the expiration or termination of this Lease such improvements shall become the property of Landlord and the value thereof will not be offset against any amounts claimed by Landlord as owing under the terms of this Lease. Tenant agrees to bear all costs and expenses incident to the occupancy and maintenance of the structure and improvements placed therein including snow clearance.

10. INSURANCE.

a. Landlord will provide fire and extended coverage to the Premises during the term of the Lease. Tenant agrees to reimburse Landlord for the amount of insurance premium based upon the pro-rata per square foot cost attributable to the Premises as determined and billed by Landlord. Tenant understands that fire and extended coverage does not cover the property of Tenant or any property on the premises that does not belong to Landlord

b. Tenant shall maintain in full force and effect a policy or policies of general public liability insurance in which Landlord is named an additional insured to the extent of the liabilities assumed by Tenant hereunder, covering both parties against claims for injury, death or damage to persons or property occurring upon, in or about the Premises, in such limits as set forth in the New Mexico Tort Claims Act or as may be amended. Tenant shall provide Landlord written evidence of this insurance within thirty (30) days of the effective date of the Lease.

c. Landlord agrees to waive any rights of subrogation that it may have against Tenant in the event any insurance proceeds are paid to Landlord based upon any act or failure to act by Tenant. Tenant agrees to waive any rights of subrogation that it may have against Landlord in the event any insurance proceeds are paid to Tenant based upon any act or failure to act by Landlord.

11. DAMAGE OR DESTRUCTION OF PREMISES.

a. In the event the Premises are damaged by fire or other perils or casualty covered by fire and extended coverage insurance, Landlord may, in its sole and absolute discretion, repair or rebuild the same within a reasonable time after the event causing such damage. This Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by Tenant in the Premises as determined by Landlord. If the damage is due to the fault or neglect of Tenant or its employees, as determined by Landlord in its sole discretion, there shall be no reduction of rent. Landlord may authorize or direct construction of an alternative structure or may elect to retain any insurance proceeds received by it if Landlord deems reconstruction or construction of an alternative structure to be impractical or unreasonable in its sole discretion.

b. In the event the Premises are damaged to any extent as a result of any cause other than the perils covered by fire and extended coverage insurance, Landlord shall in its sole discretion have the option to: (1.) to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage, in which case this Lease shall continue in full force and effect, but the rent shall be proportionately reduced as provided above in 11a. during the period of such repair, reconstruction or restoration, or (2.) to give notice to Tenant at any time

within sixty (60) days after such damage occurs, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving to Tenant such notice of termination, this Lease shall terminate and all interests of Tenant in the Premises shall cease on the date so specified in such notice and Tenant shall pay the rent, as proportionately reduced, based upon the extent, if any, to which such damage interfered with the business carried on by Tenant in the Premises, up to the date of such termination.

c. With regard to Landlord's duty or option to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage as provided in 11a. and b. above, Landlord shall act promptly and with due diligence, but Landlord shall not be responsible for delays caused by factors beyond Landlord's control, including but not limited to delays because of strikes, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other authority to act in a timely manner, or delays caused by contractors. If such delays occur, Tenant agrees that Landlord shall not be responsible for damages, nor shall Landlord be deemed to be in default under this Lease.

d. Landlord shall not be required to repair any damage by fire or other casualty, or to make any repair or replacements of any leasehold improvements, fixtures, or other personal property of Tenant.

12. **LIABILITY.** Landlord shall not be liable to Tenant or to Tenant's employees, customers, visitors or any other person or entity for any death or injury or damage to person or property arising from any cause whatsoever which shall occur in any manner in or about the Premises in connection with, or arising out of Tenant's operations and use of the Premises. Tenant agrees to indemnify and save harmless Landlord from any claim for death, injury, damage or loss which may occur in any manner in or about the Premises, unless such death, injury, damage or loss is proximately and solely caused by negligent act or omission to act of Landlord's Agents.

13. **CONDEMNATION OR GOVERNMENTAL TAKING.** In the event that the Premises or any portion thereof shall be condemned for public or quasi-public purpose, or shall be taken by any governmental authority in any manner whatsoever during the term hereof, the parties hereto agree to the following:

a. In the event that the Leased Premises shall be totally condemned or taken, or condemned or taken so as to render the remainder thereof unusable for purposes for which said Premises was leased, this Lease shall terminate as of the effective date of such condemnation or taking.

b. In the event that a portion of the leased Premises is condemned or taken, but such condemnation or taking does not render the remainder thereof unusable for the purposes for which the Premises was leased, Tenant's obligation under this Lease shall continue in full force and effect, but the amount of rent payable by Tenant shall be reduced in the proportion which the portion of the leased Premises condemned or taken bears to the total area of the leased Premises. In such event, Tenant shall bear any necessary costs of relocating its equipment and placing the remaining Premises in proper and usable condition.

c. In the event of total or partial condemnation or taking of the leased Premises as aforesaid, all compensation awarded or paid upon a total or partial taking of the Premises shall belong to Landlord and Tenant shall have no right or cause of action against Landlord; provided, however that Tenant shall be entitled to participate in any award to the extent that such award includes the loss, if any, sustained by Tenant as a result of the termination of this Lease or diminution of its leasehold estate and the value of any fixtures condemned or taken if such fixtures were installed by Tenant and are located upon the Premises at the time of such condemnation

or taking. Tenant reserves the right to proceed independently of Landlord with any claim for compensation for damages to which Tenant may become entitled by reason of such total or partial condemnation or taking.

14. CONDITIONS OF DEFAULT. If at any time during the term of this Lease, Tenant shall:

a. Default in the payment of any installment of rent or any other sums specifically to be paid by Tenant hereunder and such default shall not have been cured within ten (10) days after Landlord shall have given to Tenant written notice specifying such default; or

b. Default in the observance of any of the Tenants's covenants, agreements or obligations hereunder, other than the covenants to pay rent or any other sum herein specified to be paid by Tenant, and such default shall not have been cured within thirty (30) days after Landlord shall have given to Tenant written notice specifying such default; provided, however, that if the default complained of shall be of such nature that he same cannot be completely remedied or cured within such thirty (30) day period, then such default shall not be an enforceable default against Tenant for the purposes of this paragraph if Tenant shall have commenced curing such default within such thirty (30) day period and shall proceed with reasonable diligence and in good faith to remedy the default complained of; or

c. Finally and without further possibility of appeal or review (1.) be adjudicated bankrupt or insolvent, (2.) have a receiver or trustee appointed for all or substantially all of its business or assets, or (3.) suffer an order to be entered approving a petition filed against Tenant seeking reorganization of Tenant under the Federal Bankruptcy laws or any other applicable law or statute of the United States or any state thereof; or

d. Make an assignment for the benefit of its creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or arrangement under the Federal Bankruptcy law or other applicable law or statute of the United States or any state thereof, or shall file a petition to take advantage of any insolvency act or shall assent to the appointment of a receiver or trustee of all or a substantial part of its business and property; or

e. Leave the Premises vacant or deserted for a period of sixty (60) consecutive days; or

f. Use the Premises for purposes other than those set forth in Paragraph 18 hereof, or fail to use the Premises for any purpose for a period of sixty (60) consecutive days and such lack of use shall continue for thirty (30) days after Landlord has given Tenant written notice specifying the default.

15. REMEDIES OF LANDLORD FOR DEFAULT. If Tenant is in default of this Lease, then Landlord shall have the following remedies:

a. Landlord may sue to collect any and all sums which may accrue to Landlord by virtue of the provisions of this Lease and/or for any and all damage that may accrue by virtue of the breach of this Lease, Tenant hereby waiving all demands for rent;

b. Landlord may sue to restrain by injunction any violation or threatened violation of the covenants, conditions or provisions of this Lease;

c. Landlord may, without further notice to Tenant and without further demand for rent due or for the observance or performance of any of said terms, conditions or agreements, immediately re-enter the Leased Premises by force or otherwise, without being liable therefor, and remove all persons and property therefrom,

using such force as may be necessary. If this Lease shall be terminated before its expiration by reason of Tenant's default, or if the Tenant shall abandon or vacate said Premises before the expiration of the term of this Lease, the same may be re-rented by Landlord (but Landlord shall not be obligated so to do) for such rent and upon such terms as Landlord may see fit and Tenant shall stand liable to Landlord for any deficiency. Any costs incurred in storing Tenant's property shall be considered additional damages recoverable by Landlord.

d. If Tenant shall at any time be in default in fulfilling any of the covenants of the Lease, Landlord may, but shall not be obligated so to do, and without notice to or demand upon Tenant, take or cause to be taken such action or make such payment as may be required by such covenant, at Tenant's risk and expense, and all expenses, costs and liabilities of Landlord incurred under this paragraph shall be deemed additional rent hereunder and shall be payable to Landlord on demand together with interest thereon at the rate of fifteen percent (15%) per annum.

e. The remedies of Landlord hereunder shall be cumulative and not exclusive of any other remedy hereunder or to which Landlord may be lawfully entitled. The failure of Landlord to insist upon strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such or any other covenant or option, nor shall the receipt by Landlord of rent with knowledge of any default by Tenant, or any other action of Landlord except a waiver expressed in writing signed by Landlord, be deemed a waiver of such default, nor shall the acceptance of any sum of rental less than the sum provided for in this Lease alter the rental terms hereof or absolve Tenant from its obligation to pay the full rental herein provided, but the acceptance of any lesser sum than the full rent herein stipulated shall be an acceptance of the amount paid on account of the full rent due.

16. LEGAL FEES. If any person not a party to this Lease shall institute an action against Tenant in which Landlord, involuntarily and without cause, shall be made a party defendant, Tenant shall indemnify and save Landlord harmless from all liabilities, loss damage and expense by reason thereof, including reasonable attorney's fees and all reasonable costs incurred by Landlord in such action. If any action shall be brought to recover any rental under this Lease, or for or on account of any other default/breach of or to enforce or interpret any of the terms, covenants or conditions of this Lease, or for the recovery of possession of the Premises, Landlord shall be entitled to recover from Tenant all reasonable attorney fees and costs.

17. BANKRUPTCY. If Tenant should be adjudged bankrupt, either voluntarily or involuntarily, Landlord shall have the option to pursue with the Court having jurisdiction all remedies to which Landlord may be entitled in law or equity. In no event shall Tenant's interests in this Lease be deemed to be an asset of Tenant.

18. USE OF THE PREMISES.

a. Tenant shall use the Leased Premises solely for the purpose of aircraft maintenance and storage, together with such other related uses as shall be reasonably incidental thereto, and for no other purposes, and it shall not use the Leased Premises for any purpose prohibited by the laws of the United States and the State of New Mexico. Tenant shall be bound by the Roswell City Code or as may be amended from time to time and all applicable policies and procedures of the Roswell International Air Center ("RIAC").

b. Proper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of Tenant's occupancy of the Premises is the sole and absolute responsibility of Tenant. This responsibility extends to any materials of whatsoever kind, type or description generated on or as a part of Tenant's occupancy of the Premises that might be considered to be, to

cause, or result in Foreign Object Damage (FOD). Tenant shall comply with all Federal, State and local regulations, laws and ordinances of the City of Roswell in disposal of any such materials. Improper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description, foreign object debris (fod), collectively, generated on or as a part of Tenant's occupancy of the Premises shall be grounds for the immediate Lease termination with or without process of law. Tenant represents to Landlord that it has not released any hazardous materials at the leased premises or contaminated them in any way. To the extent it is proven that hazardous materials have been released on the leased premises by Tenant, Tenant's employees or representatives during the term of Tenant's occupancy of the leased premises, Tenant hereby unconditionally agrees at its sole cost to defend, indemnify, protect and hold Landlord harmless from and against any bodily injury, death or property damage, including (1) environmental claims, (2) environmental expenses, including without limitation, the handling, investigation, treatment, storage decontamination, remediation, removal, transport or disposal of such hazardous materials, and (3) liabilities, losses, damages, fines, penalties, charges, orders, judgments, or liens caused by such release.

c. Tenant shall operate its business in such a manner as to prevent the performance of any act or creation or maintenance of any thing which, in the opinion of Landlord, is or may become a nuisance or otherwise noxious or objectionable condition including, but not limited to, any act or thing resulting in noise, vibration, shock, smoke, dust, odor or other forms of air pollution, or other condition, substance or element in such amount as to affect areas surrounding or adjoining the Premises. Landlord shall be the sole and reasonable judge as to whether or not any act done or thing created or maintained by Tenant on the Premises is or may become a nuisance or otherwise noxious or objectionable condition, and Tenant agrees to abide by Landlord's decision and act in accordance with its directions with respect thereto.

d. Landlord reserves the right to take any action it considers necessary to protect the aerial approaches to the RIAC's airport against obstruction, and together with the right to prevent Tenant from erecting or permitting to be erected any building or other structure on the Premises which, in the opinion of Landlord, would limit the usefulness of the airport or constitute a hazard to aircraft or conflict with a current restriction or master plan.

e. Tenant shall be responsible for the security of the leased premises and gate (gate 12) providing egress thereto. Privately owned or company vehicles are authorized in the immediate T-Hangar area and The City Code Book, Chapter 5, prohibiting uncontrolled traffic on the Aircraft Operating Area (AOA) shall be observed in all other portions of the AOA. Overnight parking of vehicles outside of the T-Hangar shall not be permitted. The property will not be used for vehicle storage except for vehicle storage incident to aircraft use. Use of premises for Commercial Aviation activities as defined in the City of Roswell Code Book, Chapter 5, is denied.

f. Sale of Tenant's registered aircraft shall effectively terminate this lease in the case of a one aircraft hangar. Tenant shall have thirty (30) days from date of sale in which to purchase a suitable replacement and register it in the State of New Mexico to retain aircraft storage rights in the leased premises in the case of a one aircraft hangar. In the case of multiple occupants and aircraft in a leased area, the sale of any one aircraft requires that Tenant notify the Air Center Manager's office immediately upon any such occurrence for security and lease modification purposes.

19. NONDISCRIMINATION PROVISIONS. Tenant shall use the Premises in compliance with all requirements imposed by or pursuant to Nondiscrimination in Federally Assisted Programs of the Department of

Transportation 49 CFR 21. Landlord shall itself comply with these requirements in its leasing activities.

20. DOMINANT PROVISIONS. The parties acknowledge that the Leased Premises are a part of the RIAC and are therefore subject to the provisions of the Indenture between the United States of America and the City of Roswell, dated 24 January 1968, and filed for record in Book 248, Page 901, Office of the County Clerk, Chaves County, New Mexico and any other agreements or understandings. The provisions of the above described indenture are hereby incorporated herein by reference and accepted as binding by the parties hereto.

21. ACCESS TO/ INSPECTION OF PREMISES. Upon giving reasonable notice to Tenant, Landlord and the Federal Aviation Administration, their agents, or contractors may enter upon the Premises during Tenant's regular business hours and have free access to all buildings and other improvements located thereon for the purpose of inspecting the condition thereof or exercising any right or power reserved to Landlord or the Federal Aviation Administration under the terms and provisions of this Lease.

22. ASSIGNMENT AND SUBLEASE. Tenant shall not assign this Lease, in whole or in part, nor sublet all or any part of the Premises.

23. HOLDOVER. In the event Tenant remains in possession of Premises after the expiration or termination of this Lease, Tenant shall be deemed a tenant from month to month only, at the rental provided for in this Lease plus an additional 5% and Tenant's occupancy shall be governed in all other provisions hereof, except as to the duration of the term, by the provisions of this Lease.

24. INTERPRETATION OF LEASE AGREEMENT. Nothing in this Lease Agreement shall be construed or interpreted as limiting, relinquishing or waiving of any rights of ownership enjoyed by Landlord in the Premises; or waiving or limiting Landlord's authority or control over the management, operation or maintenance of property, except as specifically provided for in this Lease Agreement; or impairing governmental rights and police powers of Landlord.

25. PARAGRAPH HEADINGS. The paragraph headings contained herein are for convenience and in reference and are not intended to define or limit the scope of any provision of this Lease.

26. NOTICES.

a. All notices, requests or other communications to Landlord shall be given by regular and certified mail addressed to the following:

Air Center Manager
1 Jerry Smith Circle
Roswell, NM 88203

b. All notices, requests or other communications to Tenant shall be given by regular and certified mail addressed to the following:

Don & Angel Mayes
115 East College #199
Roswell, NM 88201

27. EFFECT. The terms and provisions hereof shall extend to and be binding upon the successors and assigns of the parties hereto.

28. WAIVERS. One or more waivers of any covenant, term or condition of this Lease shall not be construed as a waiver of a subsequent default or breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

29. GOVERNING LAW; VENUE. This Lease and the rights and obligations of the parties hereunder shall be governed by New Mexico law. Any suit brought by either party regarding this agreement or default or breach thereof shall be filed in the courts of Chaves County New Mexico.

30. TERMINATION. This Lease may be terminated by either party by giving thirty (30) days written notice.

31. ENTIRE AGREEMENT AND AMENDMENT. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, with all negotiations, considerations, and representations between the parties having been incorporated herein. No course of prior dealings between the parties shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Lease Agreement other than those specifically set forth herein. This Lease Agreement is the entire Agreement and may be amended only in writing signed by Tenant and approved by Landlord's Governing Body.

IN WITNESS WHEREOF, this Lease Agreement is executed this _____ day of February, 2016.

CITY SEAL

LANDLORD:
CITY OF ROSWELL, NEW MEXICO

Dennis J. Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

TENANT:
DON & ANGEL MAYES, Individuals

Don Mayes

Angel Mayes

EXHIBIT "A"

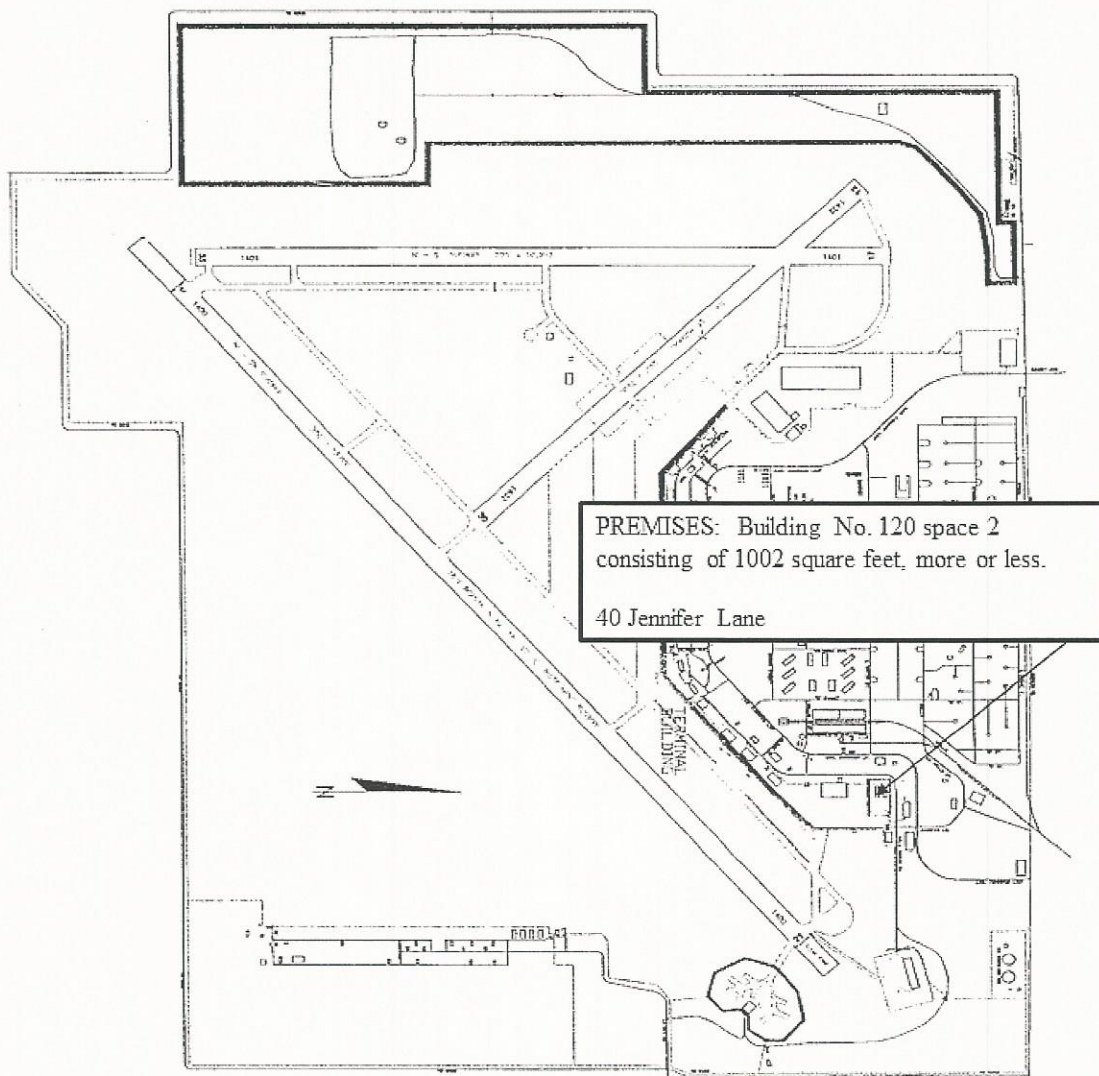


EXHIBIT "A"

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 11.

Meeting Date: 02/11/2016

COMMITTEE: Legal

CONTACT: William Zarr

CHAIR: Jason Perry

ACTION REQUESTED:

AvFlight Roswell Corporation is requesting additional rent abatement of \$16,978.98 to rent abatement of \$69,492.94 on Hangar No. 1532 approved by the City Council on October 8, 2015.

BACKGROUND:

AvFlight Roswell Corporation is requesting additional rent abatement due to items not found during the initial quote process and items required by the City Building Inspector and the State Electrical Inspector.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

AvFlight Roswell Corporation is requesting an additional rent abatement of \$16,978.98 in accordance with RIAC Rent Abatement Policy. Total rent abatement for this project is \$86,471.92.

LEGAL REVIEW:

The Legal Committee recommended the City Council authorize this lease at their February 3, 2016 meeting.

BOARD AND COMMITTEE ACTION:

The Legal Committee recommended the City Council authorize the additional rent abatement of \$16,978.98 in accordance with RIAC Rent Abatement Policy at their February 3, 2016 meeting.

STAFF RECOMMENDATION:

Airport Staff recommends the approval as proposed.

Attachments

Addendum

Invoices

ELEVENTH ADDENDUM
TO LEASE AGREEMENT

THE CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter "Landlord" and AVFLIGHT ROSWELL CORPORATION hereinafter "Tenant", hereby agree to the following amendment to that certain Lease Agreement dated June 24, 2009 between the parties.

WHEREAS, Tenant has previously entered into the Tenth Addendum, dated October 8, 2015, to the above cited lease for rent abatement of \$69,492.94 and,

WHEREAS, Tenant has subsequently incurred additional costs due to unforeseen circumstances, City Building Inspector requirements and State Electrical Inspector requirements,

NOW THEREFORE,

1. Additional rent abatement in accordance with RIAC Rent Abatement Policy will be given in the amount not to exceed \$16,978.98.
2. The foregoing rent abatement will be combined with rent abatement from the Tenth Addendum. The total rent abatement for the project shall not exceed \$86,471.92.
3. Except as amended herein, the Lease and prior Addenda shall continue without change, and remain in full force and effect as originally executed, except as modified above.

IN WITNESS WHEREOF, this Eleventh Addendum to the Lease Agreement of June 24, 2009 is done and executed in Roswell, New Mexico this _____ day of February 2016.

CITY SEAL

LANDLORD:
CITY OF ROSWELL, NEW MEXICO

Dennis J. Kintigh, Mayor

Sharon Coll
City Clerk

TENANT: AVFLIGHT ROSWELL
CORPORATION

Carl B. Muhs, President

Chalet Renovations cost Overrun

James Salas <jsalas@avflight.com>

Mon 1/18/2016 1:10 PM

To: Scott Stark <S.Stark@roswell-nm.gov>; Jennifer Brady <j.brady@roswell-nm.gov>; Jennifer Brady <riac@cableone.net>;

3 attachments (936 KB)

Arnold Construction CompletionInvoice (Add-On's).pdf; Arnold Construction CompletionInvoice.pdf; Arnold Construction Quote for theChalet (Signed).pdf;

Scott and Jennifer, attached is the original quote and the final two invoices for the Chalet Renovations. Originally we paid the initial down payment of \$35,013.44 with the final invoice being the balance of \$ 35,013.44. Additionally due to items not found during the quote process and items required by the City Building inspector and the State Electrical Inspector, an additional \$16,978.98 was charged. AvFlight Roswell Corporation is requesting the additional \$16,978.98 be added to the rent abatement. I know this has to go through the process and would like to see if we can get this added to this month's meeting.

I will be by tomorrow to visit with you both about this.

James

James Salas
General Manager

AvFlight Roswell Corporation
Roswell International Air Center (KROW)
100 Southwest Way
Roswell, New Mexico 88201
P: 1-844-FUEL-ROW | M: 575.910.9701
www.avflight.com

James Salas
Operations Manager

AvFlight Roswell Corporation

Custom Construction & Roofing LLC

#4 Wool Bowl Circle Roswell NM 88201

575-623-1824 Phone 575-627-0929 Fax

NM License #375810

Invoice

Date	Invoice #
1/5/2016	11147

Bill To
AVFlight James Salas 100 Southwest Way Roswell NM 88203

P.O. No.	Terms	Project
	Due on Completion	AVFlight Add On's

Description	Qty	Rate	Amount	U/M
Professional Services for Plumbing Upgrade plumbing to include(Hi Low Water Faucet & Hot water heater)	1	4,975.00	4,975.00T	ea
Remodel of Building, Updates. (Support Girdle 16" X 36 Beam)	1	4,819.40	4,819.40T	
Remodel of Building, Updates.(5 X 5 Landing & ADA Ramp)	1	1,489.50	1,489.50T	
Professional Fee for Electrical & Lighting (Rewire building to code,exterior lighting package to include photocell outside lights and running new Cat6 lines through building, Change all existing outlets to new ones, Exit light over front door, and service charge to fix upstairs heater units.)	1	4,510.50	4,510.50T	

Your business is appreciated, thank you !

Subtotal \$15,794.40

Sales Tax (7.5%) \$1,184.58

Total \$16,978.98

Payments/Credits \$0.00

Balance Due \$16,978.98

Custom Construction & Roofing LLC

#4 Wool Bowl Circle Roswell NM 88201

575-623-1824 Phone 575-627-0929 Fax

NM License #375810

Invoice

Date	Invoice #
1/7/2016	11158

Bill To
AVFlight James Salas 100 Southwest Way Roswell NM 88203

P.O. No.	Terms	Project
Balance	Due on Completion	Office Remodel

Description	Qty	Rate	Amount	U/M
Extend Office Room to South 8' Wide x 40' Long. Extend Office Room to the East to Create Women's Restroom. Pour New Slab to Match Current Slab. Frame in and Sheet Walls with R Panel Siding. Install 4 Each Double Pane Picture Windows on South Wall. Install 1 Each Picture Window on West Wall. Saw Cut and Jack Hammer Floor in Restrooms to Match New Configuration. Remove Tile Flooring and Prep Floor. Remove Paneling Walls, Sheetrock, Texture, Prime and Paint. Install New Tile Floors. Install Bathroom Equipment to New Configuration. Trim and Finish.	0.5	55,826.42	27,913.21T	
Install New Drop Ceiling, 2 x 2 Rebar Drop Style. Install New T-8 Lights in Office and Under Awnings. Upgrade HVAC to a 5 Ton Unit. Install Required Ducting.	0.5	9,314.86	4,657.43T	

Your business is appreciated, thank you !

Subtotal	\$32,570.64
Sales Tax (7.5%)	\$2,442.80
Total	\$35,013.44
Payments/Credits	\$0.00
Balance Due	\$35,013.44

Custom Construction & Roofing LLC

N.M. License # 375810 Phone: Fax:
4 Wool Bowl Circle 575-623-1824 575-627-0929

Proposal

Proposal Date: 8/6/2015

Project:

Bill To:

AVFlight
James Salas
100 Southwest Way
Roswell NM 88203

Description	Qty	U/M	Rate	Total
Extend Office Room to South 8' Wide x 40' Long. Extend Office Room to the East to Create Women's Restroom. Pour New Slab to Match Current Slab. Frame in and Sheet Walls with R Panel Siding. Install 4 Each Double Pane Picture Windows on South Wall. Install 1 Each Picture Window on West Wall. Saw Cut and Jack Hammer Floor in Restrooms to Match New Configuration. Remove Tile Flooring and Prep Floor. Remove Paneling Walls, Sheetrock, Texture, Prime and Paint. Install New Tile Floors. Install Bathroom Equipment to New Configuration. Trim and Finish. Install New Drop Ceiling, 2 x 2 Rebar Drop Style. Install New T-8 Lights in Office and Under Awnings. Upgrade HVAC to a 5 Ton Unit. Install Required Ducting. Sales Tax	1		55,826.41	55,826.41T
	1		9,314.87	9,314.87T
			7.50%	4,885.60

Thank you for the opportunity to bid on job.

Total

\$70,026.88

WE HEREBY PROPOSE to furnish labor and materials complete in accordance with the above specifications, for the total stated with payment to be made as follows: 50% down to order materials and remaining on completion of the work described above.

All quotes include debris removal and permit to be furnished by Custom Construction & Roofing. Material is bonded by the Manufacturer for ____ Years. Labor is guaranteed by CCR for ____ years.

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practice. Any alteration or deviation from the above specification involving extra costs will be executed only upon written orders and will become an extra charge over and above the same estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner will carry fire, tornado and other necessary insurance. Late payment subject to 15% per month late penalty charge. Authorized Note: This quote may be withdrawn by us if not accepted within 30 days. Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. Custom Construction & Roofing is authorized to do work as specified. Payment will be made as outlined above.

Signature

Date

Signature

Date

10-12-2015

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 12.

Meeting Date: 02/11/2016

COMMITTEE: N/A

CONTACT: Mike Mathews

CHAIR: N/A

ACTION REQUESTED:

Resolution 16-08 Weeds - The Resolution shall mandate the cleanup of approximately three (3) separate properties within the City.

BACKGROUND:

At present, no more efficient means is available to enforce the requirements that property within the City limits be kept clean and orderly. Citation of property owners requires they be present in Roswell. Even the citations do not provide for the actual clean up and cannot give the City the right to file a lien for the cleanup expense. This procedure is cumbersome, but should result in resolution of some more severe situations.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Adoption of the resolution will probably cause a number of people to voluntarily clean up their property. Most of the balance will be cleaned up by the City and liens will be filed and later foreclosed. A few people may appeal the resolution to Council and a hearing will have to be provided to hear their appeals. Overall, the resolution should affect rapid cleanup of this season's weeds and other debris, followed by an extended collection period.

LEGAL REVIEW:

The City Attorney has reviewed the current ordinance.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

Code Enforcement recommends approval of Resolution No. 16-08.

Attachments

Resolution 16-08 Weeds

Resolution 16-08 Resolution properties

CITY OF ROSWELL
RESOLUTION NO. 16-08

A RESOLUTION REQUIRING THE REMOVAL OF CERTAIN RUBBISH, WEEDS, WRECKAGE OR DEBRIS; PROVIDING THAT THE CITY SHALL HAVE A LIEN FOR THE COST OF REMOVAL AND DECLARING CERTAIN PROPERTY TO BE SO COVERED WITH RUBBISH, WEEDS, WRECKAGE OR DEBRIS AS TO CONSTITUTE A PUBLIC NUISANCE PREJUDICIAL TO HEALTH, SAFETY AND GENERAL WELFARE.

WHEREAS, the City Council of the City of Roswell, New Mexico, finds that the premises listed in Exhibit A attached hereto and purportedly owned of record, or occupied by the parties named, have accumulated rubbish, weeds, wreckage or debris so as to be a menace to the public health, safety and general welfare of the inhabitants of the community; and further, that it is in the public interest to require the removal thereof, according to law;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:

1. The premises set forth in Exhibit A are declared to be so covered with rubbish, weeds, wreckage or debris as to constitute a menace to the public comfort, health, safety and general welfare within the purview of Article 3-18-5 NMSA 1978.

2. The owners, occupants or agents in charge of said premises are hereby ordered to remove such accumulated rubbish, weeds, wreckage or debris within ten (10) days of the receipt of notice by certified mail or from the date of publication of this resolution. In the event such removal is not commenced or written objection filed with the City Clerk within ten (10) days after service of a copy of this resolution, then the City Manager is authorized and directed to cause such accumulated rubbish, weeds, wreckage or debris to be removed at the sole cost and expense of the owner, or other parties having an interest in the properties, and further, that the reasonable cost of such removal shall be and become a subsisting and valid lien against such property so removed and the lot or parcel of land from which such removal was made and shall be foreclosed in the manner provided by law for the foreclosure of municipal liens.

3. In the event the owner or other person aggrieved shall file a protest within the time provided, the City Council shall thereafter fix a date for hearing. At the hearing, the protestant shall be entitled to be heard in person, by agent or attorney and the City Council shall consider evidence whether or not its previous action shall be enforced or rescinded; if it shall be determined that the removal order should be enforced.

4. Persons aggrieved by the determination of the City Council have a right to appeal to a court of competent jurisdiction by giving notice of such appeal to the City Council within five (5) days after the day of issuance of such order or decision, together with a petition for court review duly filed with the Clerk of the Court within twenty (20) days of the date of issuance of the order or decision complained of.

ADOPTED, SIGNED AND APPROVED 11th day of February 2016.

CITY SEAL

Dennis J. Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

1000 N. ATKINSON AVE. CALANCHE SUBDIVISION Lot 1 KEENEY, JOEL CALANCHE, MARIA C. 1000 N. ATKINSON AVE. ROSWELL, NM 88201	APPROX. 1002 N. ATKINSON AVE. CALANCHE SUBDIVISION TRACT A KEENEY, JOEL CALANCHE, MARIA C. 1000 N. ATKINSON AVE. ROSWELL, NM 88201
1103 W. 8TH ST. RIVERSIDE HEIGHTS Block 11 Lot 1 SIMMONS, MARY; BENNETT, JADE Z.; XU, MING 261 ANITA ST. MONTEREY, CA 93940	

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 13.

Meeting Date: 02/11/2016

COMMITTEE: N/A

CONTACT: Mike Mathews

CHAIR: N/A

ACTION REQUESTED:

Resolution 16-09 Condemnations - The Resolution shall require the removal or demolition of six (6) dilapidated structures.

BACKGROUND:

These structures constitute a public nuisance harmful to the public health, safety and general welfare.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Resolution and notice will be served to owners requiring action within fifteen (15) days. Demolition by the City will proceed if no action is taken and a lien will be placed on the property for cost of removal.

LEGAL REVIEW:

The City Attorney has reviewed the current ordinance.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

Code Enforcement recommends approval of Resolution No. 16-09.

Attachments

Resolution 16-09 Condemnations

Resolution 16-09 Condemnations properties

CITY OF ROSWELL
RESOLUTION NO.16-09

A RESOLUTION REQUIRING THE REMOVAL AND/OR DEMOLITION OF CERTAIN DAMAGED AND DILAPIDATED BUILDINGS, STRUCTURES OR PREMISES; PROVIDING THAT THE CITY SHALL HAVE A LIEN FOR THE COST OF REMOVAL; PRESCRIBING THE PROCEDURE INCIDENT TO SUCH REMOVAL AND/OR DEMOLITION AND DECLARING CERTAIN PROPERTY TO BE IN SUCH STATE OF DISREPAIR, DAMAGE AND DILAPIDATION AS TO CONSTITUTE A DANGEROUS BUILDING AND A PUBLIC NUISANCE PREJUDICIAL TO THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE.

WHEREAS, it is the opinion of the City Council of the City of Roswell, New Mexico, that those certain buildings or structures upon the premises located as follows and purportedly owned of record, or occupied by the parties hereinafter named, are and have become in such state of disrepair, damage and dilapidation as to be a menace to the public health, safety and general welfare of the inhabitants of the community; and further, that it is in the public interest to require the removal thereof, according to law, by reason of the condition or conditions set forth in Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO:

1. That the buildings or structures set forth in Exhibit "A" are declared to be in such state of disrepair, damage and dilapidation as to constitute a dangerous building within the purview of Roswell Municipal code section 16-12, as well as being a public nuisance prejudicial to the public health, safety and general welfare. That such dangerous buildings or structures set forth, if any, cannot reasonably be repaired so that they will no longer exist in violation of the terms of the ordinance.

2. The owners, occupants, if any, or agent in charge of said premises be, and they hereby are ordered and required to remove such dangerous buildings, or structures within a reasonable time thereafter not to exceed fifteen (15) days from the receipt of notice by certified mail or from date of publication of this resolution as hereinafter provided, and as the case may be. In the event such removal be not commenced by such owner, occupant or agent, or written objection thereto be filed with the City Clerk within ten (10) days after service of a copy of this resolution by certified mail or by publication, requesting a hearing, then and in such event, the City Manager is hereby authorized and directed to cause such dangerous buildings or structures to be removed at the sole cost and expense of the owner, owners or other parties having an interest in said properties, and further, that the reasonable cost of such removal shall be and become a subsisting and valid lien against such property so removed and the lot or parcel or land from which such removal was made and shall be foreclosed in the manner provided by law for the foreclosure of municipal liens. Alternatively, the City Manager may act pursuant to Article 3-18-5 (G) (NMSA, 1978), and cause the dangerous buildings or structures to be removed and give title to them or their components to the removing

person or persons.

3. In the event the owner or other interested party aggrieved shall file his protest within the time herein provided, requesting a hearing, on the matter, the City Council shall fix a date for hearing, at which time said Protestants shall be entitled to be heard in person, by agent or attorney, and the City Council shall consider evidence whether or not its previous action should be enforced or rescinded. If it shall be determined that the removal order should be enforced, and the owner(s) shall fail or neglect to comply with said decision of the City Council, they shall have a right of appeal to a court of competent jurisdiction by giving notice of such appeal to the City Council within the (10) days after the date of the City Council decision, together with his petition for court review duly filed with the Clerk of the Court within thirty (30) days of the date of the decision complained of.

4. Upon the adoption of this resolution, it shall be the duty of the City Building Inspector to notify the owner, occupant or agent in charge of such building or structure of the adoption of this resolution by serving a copy thereof upon him by certified mail, return receipt requested; and in the event such owner, occupant or agent cannot be found or served within said City as herein above provided, such notice may be served by posting a copy of said resolution upon the premises complained of, followed by legal publication of said resolution one time in a newspaper of general circulation within the city.

ADOPTED, SIGNED AND APPROVED 11th day of February 2016.

CITY SEAL

Dennis J. Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

Location	Condition	Name
511 W. 5th St. 511 W. 5th St. #1/2 West Side Block 22 Lot 8 E 110' & Lot 9 S 25'	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	Leflar, Sammye S. 503 N. Missouri Ave. Roswell, NM 88201
414 N. Lea Ave. West Side Block 21 Lot 1 & Lot 2 GMAT Legal Title Trust 2013-1	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	C/O US Bank National Association - Legal Title Trustee 8742 Lucent Blvd. - Suite 300 Highlands Ranch, CO 80129
1114 N. Kansas Ave. S 32 T 10S R 24E NE4NW4 N 95' S 152' E 150' W 400'	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	Kilburn, William G.; Kilburn, Nedra E. 1114 N. Kansas Ave. Roswell, NM 88201
409 S. Ash Ave. Ronnie Otero Lot 8	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	Rehrig, Linda L. 82 Hillsdale Rd. Dexter, NM 88230
702 E. Bland St. Barnetts Block 7 Lot 11	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	Valdez, Robert R. 211 E. Ballard Roswell, NM 88203
409 S. Ash Ave. MBL Home Title: Lic# 12888-MHB Serial: KBTXSN080361 Year: 1980 Make: Wayside Size: 14 X 64 Color: Gray	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	Dornan, Adam R.; Sedillos, Linda L. 1519 E. 2nd Street Roswell, NM 88201

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 14.

Meeting Date: 02/11/2016

COMMITTEE: Finance

CONTACT: Monica Garcia

CHAIR: Caleb Grant

ACTION REQUESTED:

Request of funding of Lodgers' Tax for the Jesse Andrus & Mike Hillman Memorial Rodeo (May 20-22, 2016) in the amount of \$3,500.00.

BACKGROUND:

The Jesse Andrus & Mike Hillman Memorial Rodeo has been funded by the City of Roswell since 2011. The Jesse Andrus & Mike Hillman Memorial Rodeo is scheduled for May 20 – 22, 2016. The annual rodeo honors Jesse Andrus & Mike Hillman. Proceeds this year will be donated to Reins for Life. The location of the event is Eastern New Mexico State Fair Arena.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Lodgers' Tax Fund

- Visitor Promotion
- Jesse Andrus & Mike Hillman Memorial Rodeo – budgeted

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

The Finance Committee recommended approval of funding up to \$3,500.00 in eligible expenses on a reimbursement basis at their meeting on Thursday, February 4, 2016.

STAFF RECOMMENDATION:

City Council consideration to approve the Jesse Andrus & Mike Hillman Memorial Rodeo funding of up to \$3,500.00 of eligible expenses on a reimbursement basis.

Attachments

Lodgers' Tax for the Jesse Andrus & Mike Hillman Memorial Rodeo



CITY OF ROSWELL –SPECIAL EVENT LODGERS' TAX FUNDS – APPLICATION

NAME OF EVENT:

Jesse Andrus & Mike Hillman Memorial Rodeo

DATE(S) OF EVENT: May 20, 21 & 22

(application required 90 days prior to event)

NAME OF ORGANIZATION APPLYING FOR FUNDING:

Andrus Livestock

DESCRIBE EVENT: Annual Rodeo to honor Jesse and Mike. Proceeds this year are going to Reins for Life.

LOCATION OF EVENT: ENMSF Arena

HOW WILL YOU ADVERTISE AND MARKET THE EVENT? Newspaper, billboard, Radio, posters

HOW WILL ATTENDANCE AND ORIGIN BE MEASURED? Survey Sheet

ESTIMATED TOTAL # OF ATTENDEES: 2500

EST. # ATTENDEES FROM OUTSIDE CHAVES CO.: 500

HAVE YOU DISCUSSED SPECIAL ROOM PACKAGES DURING YOUR EVENT WITH A ROSWELL LODGING FACILITY? yes

Host Hotel is Fairfield Inn & Suites

WHAT PERCENTAGE OF YOUR MARKETING BUDGET WILL BE USED OUTSIDE OF ROSWELL? 20 %

WILL YOU HAVE A WEBSITE FOR YOUR EVENT? yes

EVENT WEBSITE (if applicable): www.jesseandmikememorial.com

LIST FULL AMOUNT OF MARKETING/ADVERTISING and OTHER ELIGIBLE EXPENSES ON PAGE 2.

REMEMBER: FUNDING IS PROCESSED ON A REIMBURSEMENT BASIS AT 50% OF ELIGIBLE EXPENSES UP TO THE AMOUNT APPROVED
(a one-to-one match)

A REQUEST OF \$25,000 and up may require a signed contract with the City of Roswell.

PAID receipts for eligible expenses must be turned in for reimbursement.

Requested Funding must equal 50% or less of the Total Eligible Expenses listing on Page 2

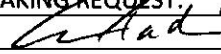
AMOUNT REQUESTED \$ 3,500⁰⁰

IF YOU ARE REQUESTING SPONSORSHIP, PERSONNEL OR EQUIPMENT FROM ANY CITY DEPARTMENT - COMPLETE ON PAGE 2.

RULES AND REGULATIONS

I UNDERSTAND THAT THESE ARE PUBLIC FUNDS AND THEY ARE TO BE ADMINISTERED ACCORDING TO STATE LAW AND CITY ORDINANCES, AND I AGREE TO SUBMIT A FOLLOW UP REPORT WITH A FINANCIAL STATEMENT WITHIN NINETY (90) DAYS FOLLOWING THE EVENT OR I MAY FORFEIT THE FUNDS AS WELL AS ELIGIBILITY FOR FUTURE FUNDING. I AGREE TO USE THE CITY LOGO AND/OR "PAID IN PART BY THE CITY OF ROSWELL LODGERS' TAX" ON ALL ADVERTISING, VERBAL OR WRITTEN. I UNDERSTAND THAT THIS APPLICATION CONSTITUTES A CONTRACT BETWEEN THE CITY OF ROSWELL AND THE ORGANIZATION TO RECEIVE THE FUNDS, SHOULD THE FUNDS BE APPROVED BY THE OCCUPANCY TAX ADVISORY BOARD AND THE CITY OF ROSWELL GOVERNING BODY. I UNDERSTAND FUNDING MAY BE DENIED OR THAT APPROVED FUNDING AMOUNTS MAY DIFFER FROM THE AMOUNT REQUESTED ON THE APPLICATION. I ALSO UNDERSTAND THAT THE DISBURSEMENT OF FUNDS IS ON A DRAWDOWN REIMBURSEMENT BASIS (matched by Lodgers' Tax at 50% up to the funded amount, a one-to-one match).

NAME (PRINT) OF APPLICANT MAKING REQUEST: MARC ANDRUS

SIGNATURE OF APPLICANT: 

(SEND CHECK TO) ADDRESS / CITY / STATE / ZIP: PO Box 2465
Roswell, NM 88202

PHONE: 575 317-8430

CELL: same

E-MAIL: marc@saddlebarn.com

DATE SUBMITTED: 1-14-16

90 DAYS? ☒ YES ☐ NO

TO BE PRESENTED AT MEETING ON: 1-26-16

- ATTACH TOTAL PROPOSED BUDGET FOR EVENT ALONG WITH A DETAILED ADVERTISING/MARKETING BUDGET.
- PLEASE FEEL FREE TO ADD ADDITIONAL PAGES, SAMPLES OF ADS OR BROCHURE ARTWORK.
- PLEASE PROVIDE ORIGINAL APPLICATION PLUS (+) 5 COPIES OF APPLICATION, ADDITIONAL PAGES AND /OR SAMPLES
- MAIL OR DELIVER TO CITY OF ROSWELL, c/o Lodger Tax Grant Request, 425 N RICHARDSON, (P O BOX 1838), ROSWELL, NM 88202-1838

* SEE MEETING SCHEDULE FOR APPLICATION DUE DATES. (These are "Received by" dates, not postmarked dates.) Revised 

NAME OF EVENT:	Jesse Andrus - Mike Hillman Memorial Rodeo
DATE(S) OF EVENT:	May 20, 21, 22
NAME OF ORGANIZATION:	Andrus Livestock

PROPOSED ELIGIBLE EXPENSES:

ELIGIBLE EXPENSES:	LOCAL AMOUNT	OUT-OF-TOWN AMOUNT	Out-of-Town %
NEWSPAPER	\$1000.00		
MAGAZINE	\$600.00	\$600.00	50%
RADIO	\$2500.00		
TELEVISION			
INTERNET	\$300.00	\$300.00	100%
PRINTING (brochures, posters, cards)	\$500.00		
MAILING	XXXXXXXXXXXXXXXXXXXX		
T-SHIRTS (or other marketing items)		XXXXXXXXXXXXXXXXXXXX	
SECURITY	\$1800.00	XXXXXXXXXXXXXXXXXXXX	
CLEAN UP (Sanitation)	\$800.00	XXXXXXXXXXXXXXXXXXXX	
OTHER:			
SUB TOTALS	\$7200.00	\$900.00	\$8100.00

TOTAL ELIGIBLE EXPENSES: \$8100.00 (50% = \$4050.00)
list the 50% or less as the amount requested on page 1.

IF YOU ARE REQUESTING SPONSORSHIP FROM A CITY OF ROSWELL DEPARTMENT - COMPLETE THE FOLLOWING:

DEPARTMENT	TYPE OF SPONSORSHIP	ESTIMATED COST	*City use only*
	NA		

IF YOU ARE REQUESTING CITY EMPLOYEES - PLEASE COMPLETE THE FOLLOWING:

DEPARTMENT	TYPE OF WORK REQUESTED	# OF EMPLOYEES	DATES/TIME REQUIRED	TOTAL HOURS
	NA			

IF YOU ARE REQUESTING CITY EQUIPMENT - PLEASE COMPLETE THE FOLLOWING:

DEPARTMENT	TYPE OF EQUIPMENT	EST COST per day	# DAYS REQUIRED	TOTAL COST *City use only*
	NA			

2015 EVENT INFORMATION:

Jesse Andrus & Mike Hillman Memorial Rodeo: May 15 - 16, 2015

Awarded Amount: \$3,500.00 Reimbursed Amount: \$3,500.00

1. Event Report (includes summarized survey information)
2. Lodgers' Tax Financial Report
3. Survey Form with summarization



CITY OF ROSWELL
LODGERS' TAX FUNDS
EVENT REPORT

NAME OF EVENT: <u>JESSE & MIKE MEMORIAL Rodeo</u>	
DATE(S) OF EVENT: <u>May 15 & 16</u>	
NAME OF ORGANIZATION SPONSORING EVENT: <u>Andrus Livestock</u>	
NAME OF CONTACT PERSON <u>MARC ANDRUS</u>	
MAILING ADDRESS: <u>PO Box 2465</u>	
CITY/STATE/ZIP <u>Roswell NM 88202</u>	
PHONE:	CELL PHONE: <u>575 317-8430</u>
E-MAIL ADDRESS (optional): <u>marc@saddlebarn.com</u>	

REPORT ON THE OUTCOME OF THE EVENT:

Rodeo went extremely well, weather was a little sketchy on Friday night prior to the event. Attendance was up a little from last year. Contestants & their families had nothing but good things to say about the event.

DESCRIBE ADVERTISING USED and IMPACT ON BRINGING VISITORS TO ROSWELL: (Attach copies or photos)

Used Radio - KRDD, Radio Amigo, KBIM & KMOU
Roswell Daily Record, Livestock Weekly, The Shopper for print ads

Used more social media this year

WHAT WAS ESTIMATED VISITOR ATTENDANCE? 1200 to 1300

HOW WAS IT MEASURED? ticket sales

WHAT WAS THE ESTIMATED HOTEL/MOTEL, LODGING IMPACT?

See letter from host hotel. I estimate we produced 95 to 100 Room Nights at local hotels.

DO YOU PLAN TO REQUEST LODGERS' TAX FUNDS NEXT YEAR? yes

ADDITIONAL REMARKS TO THE OTB:

SIGNATURE: 

DATE: 6-2-15

- Attach copies or photos (see policy for documentation details) of advertising used.
- Provide sample of event survey used.
- Provide a complete summary of survey results for merchant, restaurant and lodging impact (how many room nights).
- Event Report is due ninety (90) calendar days following the last day of the event, an extension may be requested in writing if additional time is required due to unforeseen circumstances or emergency. (See policy for details.)

Last day of Event 5-16-15 Received date 6-10-15 days 25

Andrus Livestock
PO Box 2465
Roswell, NM 88202
575-317-8430

City of Roswell Lodgers Tax
PO Box 1838
Roswell, NM 88202

June 2, 2015

Please find enclosed documentation for advertising as requested for the Jesse Andrus & Mike Hillman Memorial Pro Rodeo that was held May 15th & 16th.

COMPANY	TYPE	INVOICE DATE	CHECK #	AMOUNT
KMOU radio	radio air time	6-8-15	1310	\$530.27
KBIM radio	radio air time	5-19-15	1304	\$749.88
Radio Amigo	radio air time	5-5-15	1299	\$535.00
Roswell Daily Record	newspaper ad	6-11-15	1309	\$976.46
KRDD radio	radio air time	4-30-15	1296	\$535.00
The Shopper	newspaper ad	5-15-15	1303	\$642.75
Amanda Gallagher	facebook	5-1-15	pay pal	\$973.02
TicketPrinting.Com	tickets	4-3-15	credit card	\$327.63
Sandhill Sign	advertising boards	5-12-15	1283	\$702.50
Copy Rite	day sheets	5-14-15	cash	\$53.56
AAA Pumping	Sanitation	5-26-15	1302	\$802.50
Livestock Weekly	newspaper	6-03-15	1307	\$576.00
TNS Security	security	5-15-15	cash	\$1,750.00

We appreciate the continued support from the City of Roswell and look forward to working with you again next year.

Jesse Andrus & Mike Hillman Memorial 2015

EVENT SURVEY - SUMMARY

Did you travel from out of town to this event 30% of spectators
99% of contestants

If staying the night, how many rooms will you get for family 10% of spectators get
(1) Room per family

Have you attended this event in the past 48% of spectators have attended

Do you plan on attending this event in the future 80% plan on attending

Did you eat in restaurants while in Roswell 75% of the out of town
spectators dine in Roswell

Did you shop while in Roswell 20% of the out of town spectators
~~shop~~ in Roswell

Did you fuel your vehicle while in Roswell 100% of contestants
90% of the out of town spectators

over 1200 spectators from Friday & Saturday
152 contestants from Friday & Saturday

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 15.

Meeting Date: 02/11/2016

COMMITTEE: Finance

CONTACT: Monica Garcia

CHAIR: Caleb Grant

ACTION REQUESTED:

Request of funding of Lodgers' Tax for the 32nd Annual Milkman Triathlon (June 4, 2016) in the amount of \$1,500.00.

BACKGROUND:

The Milkman Triathlon has been funded by the City of Roswell since 2005. The 32nd Annual Milkman Triathlon is scheduled for June 4, 2016. The race is to promote fun and lifetime fitness in a positive environment for the Pecos Valley and surrounding areas. Racers range from 7 years old to 85 years young. The location of the event is Lake Van.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Lodgers' Tax Fund

- Visitor Promotion
- Milkman Triathlon – budgeted

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

The Finance Committee recommended approval of funding up to \$1,500.00 in eligible expenses on a reimbursement basis at their meeting on Thursday, February 4, 2016.

STAFF RECOMMENDATION:

City Council consideration to approve the 32nd Annual Milkman Triathlon funding of up to \$1,500.00 of eligible expenses on a reimbursement basis.

Attachments

Lodgers' Tax for the 32nd Annual Milkman Triathlon



CITY OF ROSWELL –SPECIAL EVENT LODGERS' TAX FUNDS – APPLICATION

NAME OF EVENT:

32nd Annual Milkman Triathlon

DATE(S) OF EVENT: June 4, 2016

(application required 90 days prior to event)

NAME OF ORGANIZATION APPLYING FOR FUNDING:

Milkman Triathlon, Inc.

DESCRIBE EVENT: This is our 32nd Annual Milkman Triathlon. The race is to promote fun and lifetime fitness in a positive environment for the Pecos Valley and surrounding areas. Our racers range from 7 years old to 85 years young.

It consists of 0.5k swim in Lake Van, 20k bike toward Bottomless Lakes, and a 5k run through the Dexter National Fish Hatchery, ending back at Lake Van. Racers can compete as a soloist or on a relay team.

LOCATION OF EVENT: Lake Van, Dexter NM

HOW WILL YOU ADVERTISE AND MARKET THE EVENT? We have a website (www.milkmantriathlon.com), we are on Facebook, we mail entry forms to athletes who have participated during the past 5 years, we mail entry forms in bulk to races that occur throughout the state before the Milkman, we have entry forms available at local gyms and recreation centers, and we pass out t-shirts to the volunteers prior to the race.

HOW WILL ATTENDANCE AND ORIGIN BE MEASURED? We have a record of each racer who signs up and checks in. We will also have them complete a guest survey.

ESTIMATED TOTAL # OF ATTENDEES:

300

EST. # ATTENDEES FROM OUTSIDE CHAVES CO.:

200

HAVE YOU DISCUSSED SPECIAL ROOM PACKAGES DURING YOUR EVENT WITH A ROSWELL LODGING FACILITY? No

WHAT PERCENTAGE OF YOUR MARKETING BUDGET WILL BE USED OUTSIDE OF ROSWELL?

50

%

WILL YOU HAVE A WEBSITE FOR YOUR EVENT? Yes

EVENT WEBSITE (if applicable): www.milkmantriathlon.com

LIST FULL AMOUNT OF MARKETING/ADVERTISING and OTHER ELIGIBLE EXPENSES ON PAGE 2.

REMEMBER: FUNDING IS PROCESSED ON A REIMBURSEMENT BASIS AT 50% OF ELIGIBLE EXPENSES UP TO THE AMOUNT APPROVED (a one-to-one match)

A REQUEST OF \$25,000 and up may require a signed contract with the City of Roswell.

PAID receipts for eligible expenses must be turned in for reimbursement.

Requested Funding must equal 50% or less of the Total Eligible Expenses listing on Page 2

AMOUNT REQUESTED \$ 1,500.00

IF YOU ARE REQUESTING SPONSORSHIP, PERSONNEL OR EQUIPMENT FROM ANY CITY DEPARTMENT - COMPLETE ON PAGE 2.

RULES AND REGULATIONS

I UNDERSTAND THAT THESE ARE PUBLIC FUNDS AND THEY ARE TO BE ADMINISTERED ACCORDING TO STATE LAW AND CITY ORDINANCES, AND I AGREE TO SUBMIT A FOLLOW UP REPORT WITH A FINANCIAL STATEMENT WITHIN NINETY (90) DAYS FOLLOWING THE EVENT OR I MAY FORFEIT THE FUNDS AS WELL AS ELIGIBILITY FOR FUTURE FUNDING. I AGREE TO USE THE CITY LOGO AND/OR "PAID IN PART BY THE CITY OF ROSWELL LODGERS' TAX" ON ALL ADVERTISING, VERBAL OR WRITTEN. I UNDERSTAND THAT THIS APPLICATION CONSTITUTES A CONTRACT BETWEEN THE CITY OF ROSWELL AND THE ORGANIZATION TO RECEIVE THE FUNDS, SHOULD THE FUNDS BE APPROVED BY THE OCCUPANCY TAX ADVISORY BOARD AND THE CITY OF ROSWELL GOVERNING BODY. I UNDERSTAND FUNDING MAY BE DENIED OR THAT APPROVED FUNDING AMOUNTS MAY DIFFER FROM THE AMOUNT REQUESTED ON THE APPLICATION. I ALSO UNDERSTAND THAT THE DISBURSEMENT OF FUNDS IS ON A DRAWDOWN REIMBURSEMENT BASIS (matched by Lodgers' Tax at 50% up to the funded amount, a one-to-one match).

NAME (PRINT) OF APPLICANT MAKING REQUEST: **Kecia Hopper**

SIGNATURE OF APPLICANT: *Kecia Hopper*

(SEND CHECK TO) ADDRESS / CITY / STATE / ZIP: PO Box 399 Dexter, NM 88230

PHONE: (575) 734-5415

CELL:

E-MAIL: kecia.hopper@fbfs.com

DATE SUBMITTED: JAN 30 2016

90 DAYS? Y N

TO BE PRESENTED AT MEETING ON: 1-26-16

➤ ATTACH TOTAL PROPOSED BUDGET FOR EVENT ALONG WITH A DETAILED ADVERTISING/MARKETING BUDGET.

➤ PLEASE FEEL FREE TO ADD ADDITIONAL PAGES, SAMPLES OF ADS OR BROCHURE ARTWORK.

➤ PLEASE PROVIDE ORIGINAL APPLICATION PLUS (+) 5 COPIES OF APPLICATION, ADDITIONAL PAGES AND /OR SAMPLES

➤ MAIL OR DELIVER TO CITY OF ROSWELL, c/o Lodger Tax Grant Request, 425 N RICHARDSON, (P O BOX 1838), ROSWELL, NM 88202-1838

* SEE MEETING SCHEDULE FOR APPLICATION DUE DATES. (These are "Received by" dates, not postmarked dates.) Revised Jan 7, 2016

NAME OF EVENT: 32nd Annual Milkman Triathlon
DATE(S) OF EVENT: June 4, 2016
NAME OF ORGANIZATION: Milkman Triathlon, Inc.

PROPOSED ELIGIBLE EXPENSES:

ELIGIBLE EXPENSES:	LOCAL AMOUNT	OUT -OF-TOWN AMOUNT	TOTAL AMOUNT	Out-of-Town %
NEWSPAPER			0.00	
MAGAZINE			0.00	
RADIO			0.00	
TELEVISION			0.00	
INTERNET			0.00	
PRINTING (brochures, posters, cards)	685.00	685.00	1,370.00	50%
MAILING	125.00	125.00	250.00	50%
T-SHIRTS (or other marketing items)	3,500.00	2,000.00	5,500.00	36%
SECURITY			0.00	
CLEAN UP (Sanitation)	1,300.00		1,300.00	
OTHER:			0.00	
SUB TOTALS	5,610.00	2,810.00	8,420.00	

TOTAL ELIGIBLE EXPENSES: \$ 8,420.00 (50% = \$ 4,210.00)
list the 50% or less as the amount requested on page 1.

IF YOU ARE REQUESTING SPONSORSHIP FROM A CITY OF ROSWELL DEPARTMENT – COMPLETE THE FOLLOWING:

DEPARTMENT	TYPE OF SPONSORSHIP	ESTIMATED COST	*City use only*

IF YOU ARE REQUESTING CITY EMPLOYEES – PLEASE COMPLETE THE FOLLOWING:

DEPARTMENT	TYPE OF WORK REQUESTED	# OF EMPLOYEES	DATES/TIME REQUIRED	TOTAL HOURS

IF YOU ARE REQUESTING CITY EQUIPMENT – PLEASE COMPLETE THE FOLLOWING:

DEPARTMENT	TYPE OF EQUIPMENT	EST COST per day	# DAYS REQUIRED	TOTAL COST *City use only*

2015 EVENT INFORMATION:

31st Annual Milkman Triathlon: June 6, 2015

Awarded Amount: \$1,500.00 Reimbursed Amount: \$1,500.00

1. Event Report
2. Lodgers' Tax Financial Report



**CITY OF ROSWELL
LODGERS' TAX FUNDS
EVENT REPORT**

NAME OF EVENT: 31st Annual Milkman Triathlon	
DATE(S) OF EVENT: 6/6/2015	
NAME OF ORGANIZATION SPONSORING EVENT: Milkman Triathlon, Inc	
NAME OF CONTACT PERSON: Larry G. Marshall	
MAILING ADDRESS: PO Box 399	
CITY / STATE / ZIP: Dexter, NM 88230	
PHONE: 575-734-5415	CELL PHONE: 575-626-4152
E-MAIL ADDRESS (optional): lmarshall@fbfs.com	

REPORT ON THE OUTCOME OF THE EVENT:

Event went very smooth with great weather. Athletes of all ages and locations attended the event. The youngest athlete was 12 years old and the oldest was 86 years old! Athletes came from as close as Artesia, NM and as far as California and Massachusetts.

DESCRIBE ADVERTISING USED and IMPACT ON BRINGING VISITORS TO ROSWELL: (Attach copies or photos)

Entry forms and t-shirts were handed out to Roswell locations, such as Alton's Power Block Gym, Elite, NMMI, Roswell Parks and Recreation, Yucca Center, and Roswell Chamber of Commerce. They were also mailed to other races that are included in the Southwest Challenge Series which is a regional club for established races.

WHAT WAS ESTIMATED VISITOR ATTENDANCE? 450 athletes, family, and friends

HOW WAS IT MEASURED? We handed out a survey to all athletes out of town.

WHAT WAS THE ESTIMATED HOTEL/MOTEL, LODGING IMPACT?

Per the survey, majority of the athletes stayed in Roswell at local hotels and did plan on eating/ shopping in Roswell during their stay.

DO YOU PLAN TO REQUEST LODGERS' TAX FUNDS NEXT YEAR? Yes

ADDITIONAL REMARKS TO THE OTB: Numbers were down slightly from past years due to coinciding with the Senior Olympics in Roswell. We do plan to advertise more next year with posters and also websites that work with other triathlons.

SIGNATURE:

DATE: 6/17/15

- ✓ Attach copies or photos (see policy for documentation details) of advertising used.
- ✓ Provide sample of event survey used.
- ✓ Provide a complete summary of survey results for merchant, restaurant and lodging impact (how many room nights).
- ✓ Event Report is due ninety (90) calendar days following the last day of the event, an extension may be requested in writing if additional time is required due to unforeseen circumstances or emergency. (See policy for details.)

Last day of Event 6/6/15 Received date JUL 13 2015 days 36

Financial Statement

Provided By: Kecia Hopper

Event Expenses	
Advertisement	\$6,488.21
Postage	\$277.21
Sanitation	\$1,305.13
CCR Timing	\$1,744.00
Decals for Awards	\$473.50
Awards	\$2,247.15
Swim Caps	\$290.33
Race Numbers	\$580.23
Fruit/ Ice/ Drinks	\$634.03
Hotels for Officials/Timing	\$300.00
Payroll- Life Guards & Set Up/Tear Down Crew	\$3,683.00
Fencing Rental	\$391.01
Forward 1 day fees to USAT	\$746.00
Bike Water Bottles	\$392.00
Total Expenses	\$19,551.80

Lodgers' Tax Eligible
\$6,488.21
\$277.21
\$1,305.13
\$8,070.55

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 16.

Meeting Date: 02/11/2016

COMMITTEE: Finance

CONTACT: Monica Garcia

CHAIR: Caleb Grant

ACTION REQUESTED:

Request funding of Lodgers' Tax for the 2016 UFO Festival in the amount of up to \$80,000.00 (eighty thousand dollars) on an advance draw down of eligible expenses at 100%, with a signed contract between the 2016 UFO Festival/ MainStreet Roswell and the City of Roswell.

BACKGROUND:

The 2016 UFO Festival has been hosted by MainStreet Roswell and funded by the City of Roswell since 2012. The event is scheduled for June 30 through July 3, 2016. The 2016 UFO Festival will mark the 69th Anniversary of the world famous UFO crash outside of Roswell. The location of the event will include Main Street from 12th St to 2nd St. The 2015 UFO Festival was funded as a reimbursement of funds at 100% of eligible expenses with a written contract between the event and the City of Roswell. In 2015 funding in the amount of \$86,000.00 was awarded, \$76,038.14 was reimbursed.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Lodgers' Tax Fund

- Large/Contracted Events
- 2016 UFO Festival – NOT Budgeted

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

The Finance Committee recommended at their meeting on February 4, 2016, approval as recommended by the Occupancy Tax Board at their meeting on January 26, 2016, for \$80,000.00 on an advance draw down of eligible expenses at 100% with a signed contract between the 2016 UFO Festival / MainStreet Roswell and the City of Roswell.

STAFF RECOMMENDATION:

City Council consideration to approve the 2016 UFO Festival funding of up to \$80,000.00 of eligible expenses on an advance draw downs at 100% with a signed contract between the 2016 UFO Festival/MainStreet Roswell and the City of Roswell.

Attachments

Lodgers' Tax for the 2016 UFO Festival



CITY OF ROSWELL -LARGE/CONTRACT EVENT LODGERS' TAX FUNDS - APPLICATION

NAME OF EVENT:	2016 UFO FESTIVAL
DATE(S) OF EVENT:	JUNE 30 - July 3, 2016 (presentation required 90 days prior to event)
NAME OF ORGANIZATION APPLYING FOR FUNDING:	MAINSTREET ROSWELL

DESCRIBE EVENT:	Please See Attached	
LOCATION OF EVENT:	MAINSTREET FROM 12th to 2nd (as needed)	
HOW WILL YOU ADVERTISE AND MARKET THE EVENT?	STATE WIDE VISITOR CENTERS, FACEBOOK AND OTHER SOCIAL MEDIA, NATIONAL AND INTERNATIONAL, NEW MEXICO TRUE, STATE WIDE + MULTI STATES - PUBLICATIONS, RADIO + TV,	
HOW WILL ATTENDANCE AND ORIGIN BE MEASURED?	Surveys, hotel STATS, VISITOR CENTER STATS	
ESTIMATED TOTAL # OF ATTENDEES:	15,000	EST. # ATTENDEES FROM OUTSIDE CHAVES CO.: 12,000
HAVE YOU DISCUSSED SPECIAL ROOM PACKAGES DURING YOUR EVENT WITH A ROSWELL LODGING FACILITY?	YES	
WHAT PERCENTAGE OF YOUR MARKETING BUDGET WILL BE USED OUTSIDE OF ROSWELL?	80	%
WILL YOU HAVE A WEBSITE FOR YOUR EVENT?	YES	
EVENT WEBSITE (if applicable):	WWW.MAINSTREETROSWELL.ORG	

LIST FULL AMOUNT OF MARKETING/ADVERTISING and OTHER ELIGIBLE EXPENSES ON PAGE 2.

BY DEFAULT FUNDING IS PROCESSED ON A REIMBURSEMENT BASIS AT 50% OF ELIGIBLE EXPENSES UP TO THE AMOUNT APPROVED (a one-to-one match).

FUNDING REQUESTED AS: REIMBURSEMENT ☒ ESTIMATED ADVANCED

REQUESTED FUNDING OF: 50% ☒ 100% OF ELIGIBLE EXPENSES

THIS REQUEST will require a signed contract with the City of Roswell,

"Large/Contract Event Information & Procedures" policy and/or contract specifications must be followed for receiving funds

Requested Funding will be based on the Total Eligible Expenses listed on Page 2

AMOUNT REQUESTED \$ 111,700.00

IF YOU ARE REQUESTING SPONSORSHIP, PERSONNEL OR EQUIPMENT FROM ANY CITY DEPARTMENT - COMPLETE ON PAGE 3.

RULES AND REGULATIONS

I UNDERSTAND THAT THESE ARE PUBLIC FUNDS AND THEY ARE TO BE ADMINISTERED ACCORDING TO STATE LAW AND CITY ORDINANCES, AND I AGREE TO SUBMIT A FOLLOW UP REPORT WITH A FINANCIAL STATEMENT WITHIN ONE HUNDRED TWENTY (120) DAYS FOLLOWING THE EVENT OR I MAY FORFEIT THE FUNDS AS WELL AS ELIGIBILITY FOR FUTURE FUNDING. I AGREE TO USE THE CITY LOGO AND/OR "PAID IN PART BY THE CITY OF ROSWELL LODGERS' TAX" ON ALL ADVERTISING, VERBAL OR WRITTEN. I UNDERSTAND THAT THIS APPLICATION CONSTITUTES A CONTRACT BETWEEN THE CITY OF ROSWELL AND THE ORGANIZATION TO RECEIVE THE FUNDS, SHOULD THE FUNDS BE APPROVED BY THE OCCUPANCY TAX ADVISORY BOARD AND THE CITY OF ROSWELL GOVERNING BODY. I UNDERSTAND FUNDING MAY BE DENIED OR THAT APPROVED FUNDING AMOUNTS MAY DIFFER FROM THE AMOUNT REQUESTED ON THE APPLICATION. I ALSO UNDERSTAND THAT THE DISBURSEMENT OF FUNDS WILL BE PROCESSED AS APPROVED BY THE CITY COUNCIL.

NAME (PRINT) OF APPLICANT MAKING REQUEST:	Peggy Seskey - President of Main Street Roswell		
SIGNATURE OF APPLICANT:	<i>Peggy Seskey</i>		
(SEND CHECK TO) ADDRESS / CITY / STATE / ZIP:	Main Street Roswell, P.O. Box 1328 Roswell, NM 88202		
PHONE:	575-622-5670	CELL:	575-208-8238
E-MAIL:	peggy.stamps4u@yahoo.com		
DATE SUBMITTED:	1/20/16	90 DAYS (Y) N	TO BE PRESENTED AT MEETING ON: 1-26-16

➤ ATTACH TOTAL PROPOSED BUDGET FOR EVENT ALONG WITH A DETAILED ADVERTISING/MARKETING BUDGET.

➤ PLEASE FEEL FREE TO ADD ADDITIONAL PAGES, SAMPLES OF ADS OR BROCHURE ARTWORK.

➤ PLEASE PROVIDE ORIGINAL APPLICATION PLUS (+) 5 COPIES OF APPLICATION, ADDITIONAL PAGES AND /OR SAMPLES

➤ MAIL OR DELIVER TO CITY OF ROSWELL, c/o Lodger Tax Grant Request, 425 N RICHARDSON, (P O BOX 1838), ROSWELL, NM 88202-1838

* SEE MEETING SCHEDULE FOR APPLICATION DUE DATES. (These are "Received by" dates, not postmarked dates.) Revised Dec 3, 2015



MAINSTREET ROSWELL

PO Box 1328 | Roswell, NM 88202
575-420-5718 | www.mainstreetroswell.org

This event is being sponsored in part by:

**Roswell Parks Department, Roswell Street Department,
Roswell Code Enforcement and Roswell Police Department**

Event Description:

2016 marks the 69th anniversary of the world famous UFO crash outside of Roswell. As in past years, this signature event is Roswell's greatest contributor, through tourism, to our Gross Receipts and Lodgers Tax. The UFO Festival serves as critical support of our unique ability to draw some 250,000 UFO enthusiasts to our wonderful community annually. The UFO Festival is a family fun event with a carnival, music, parades, costume contests, world renown guest speakers, planetarium shows, the Alien Chase run and lots of vendors. We work closely with the UFO Museum, The Roswell Museum and Art Center, The Convention Center and Visitor Center to encourage tourists to remain in Roswell for as long as possible.

NAME OF EVENT:	2016 UFO FESTIVAL
DATE(S) OF EVENT:	JUNE 30 - JULY 3, 2016
NAME OF ORGANIZATION:	MAINSTREET ROSWELL

PROPOSED ELIGIBLE EXPENSES:

ELIGIBLE EXPENSES:	LOCAL AMOUNT	OUT-OF-TOWN AMOUNT	Out-of-Town %
NEWSPAPER	400 ⁰⁰	1600 ⁰⁰	80%
MAGAZINE		2000 ⁰⁰	100%
RADIO	1000 ⁰⁰	4000 ⁰⁰	80%
TELEVISION		2500 ⁰⁰	100%
INTERNET		2000 ⁰⁰	100%
PRINTING (brochures, posters, cards)	4600 ⁰⁰		
MAILING	XXXXXXXXXXXXXXXXXXXX	600 ⁰⁰	
T-SHIRTS (or other marketing items)	18,000 ⁰⁰		
Majority of items given to visitors at the information booth upon filling out survey/questionnaire, are purchased locally to support and promote area businesses. City officials are encourage to wear shirts and pins whenever visiting areas and attending meetings prior to festival.			
SECURITY	2000 ⁰⁰	XXXXXXXXXXXXXXXXXXXX	
CLEAN UP (Sanitation)	3000 ⁰⁰	XXXXXXXXXXXXXXXXXXXX	
OTHER:			
Entertainment to include: \$50,000 ⁰⁰			
Stage Entertainment 11:00 AM - 11:00 PM			
Strolling Entertainment: All day			
Childrens Entertainment/Play Area/Art Activities: All day			
Human + Pet Costume Contest			
Continuous Planitarium Shows Daily			
Researchers + Speakers Forums available daily			
UFO Parade			
Premier Attraction:	\$20,000 ⁰⁰		
1000 ft. water slide requires a guaranteed minimum of \$20,000 ⁰⁰			
SUB TOTALS	99,000 ⁰⁰	12,700 ⁰⁰	

TOTAL ELIGIBLE EXPENSES: \$ 111,700⁰⁰ (50% = \$ 55,850.00)

list the amount requested on page 1.

NAME OF EVENT: 2016 UFO FESTIVAL
DATE(S) OF EVENT: June 30 - July 3, 2016
NAME OF ORGANIZATION: MainStreet Roswell

PROPOSED ELIGIBLE EXPENSES:

ELIGIBLE EXPENSES:	LOCAL AMOUNT	OUT-OF-TOWN AMOUNT	TOTAL AMOUNT	Out-of-Town %
NEWSPAPER	400.00	1,600.00	2,000.00	80
MAGAZINE		2,000.00	2,000.00	100
			0.00	
RADIO	1,000.00	4,000.00	5,000.00	80
TELEVISION		2,500.00	2,500.00	100
			0.00	
INTERNET		2,000.00	2,000.00	100
PRINTING (brochures, posters, cards)	4,600.00		4,600.00	
			0.00	
MAILING		600.00	600.00	100
			0.00	
T-SHIRTS (or other marketing items)	18,000.00		18,000.00	
			0.00	
			0.00	
			0.00	
			0.00	
SECURITY	2,000.00	XXXXXXXXXX	2,000.00	
			0.00	
CLEAN UP (Sanitation)	3,000.00	XXXXXXXXXX	3,000.00	
OTHER:			0.00	
Entertainment, costume contest, parade researchers & speakers	50,000.00		50,000.00	
			0.00	
			0.00	
1000 ft water slide	20,000.00		20,000.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
SUB TOTALS	99,000.00	12,700.00	111,700.00	

TOTAL ELIGIBLE EXPENSES: \$ 111,700.00 (50% = \$ 55,850.00)
list the amount requested on page 1.

NAME OF EVENT:	2016 UFO FESTIVAL
DATE(S) OF EVENT:	JUNE 30 - July 3, 2016
NAME OF ORGANIZATION:	MAINSTREET ROSWELL

IF YOU ARE REQUESTING SPONSORSHIP FROM A CITY OF ROSWELL DEPARTMENT - COMPLETE THE FOLLOWING:

DEPARTMENT	TYPE OF SPONSORSHIP	ESTIMATED COST	*City use only*

IF YOU ARE REQUESTING CITY EMPLOYEES - PLEASE COMPLETE THE FOLLOWING:

DEPARTMENT	TYPE OF WORK REQUESTED	# OF EMPLOYEES	DATES/TIME REQUIRED	TOTAL HOURS
Parks & Rec	Setup Tents	2	6/30 8:00AM	3
Parks & Rec	Set up Dori Poles	2	6/30 8:00 AM	2
Parks & Rec	Set up Mobile Stage	2	6/30 8:00 AM	2
Parks & Rec	Take dn Tents	2	7/3 4:00 PM	2
Parks & Rec	Take dn Dori Poles	2	7/3 4:00 PM	2
Parks & Rec	Take dn Mobile Stage	2	7/3 4:00 PM	2
Parks & Rec	Set up Electronic sign	1	6/29 9:00 AM	1
Parks & Rec	Take dn Electronic sign	1	7/5 9:00 AM	1

IF YOU ARE REQUESTING CITY EQUIPMENT - PLEASE COMPLETE THE FOLLOWING:

DEPARTMENT	TYPE OF EQUIPMENT	EST COST per day	# DAYS REQUIRED	TOTAL COST *City use only*
Parks & Rec	2 - 40x40 Tents	\$240 ⁰⁰	4	
Parks & Rec	1 - 20x20 Tent	\$75 ⁰⁰	4	
Parks & Rec	16 - Dori Poles/Flags	\$16 ⁰⁰	4	
Parks & Rec	1 - Mobile Stage	\$300 ⁰⁰	4	
Parks & Rec	12 - Tables	\$48 ⁰⁰	4	
Parks & Rec	40 - Chairs	\$40 ⁰⁰	4	

2015 EVENT INFORMATION:

2015 UFO Festival: July3 - 6, 2015

Awarded Amount: \$86,000.00 Reimbursed Amount: \$76,038.14

1. Financial Information
2. Survey Information

Roswell UFO Festival 2015

Third Request is being processed at \$25,388.46

Processing of reimbursement request completed 12/9/15

Awarded Amount	\$86,000.00
Reimb Req #1	\$20,822.61
Reimb Req #2	\$29,827.07
Reimb Req #3	\$25,388.46
TOTAL Reimbursment	\$76,038.14
Amount not used	\$ 9,961.86

By Janice Self – City of Roswell Lodgers' Tax Dept. 12/9/15

2015 UFO Festival
July 3 - 6, 2015

Financial Statement

as of: 11/30/2015 Provided by Peggy Seskey

Event Revenue:

Vendors	\$8,371.25
Sale of Items	\$6,566.00
Funding received from	
Lodgers Tax Reimbursement	
First Request	\$20,822.61
Second Request	\$29,827.07
Third Request (Pending)	\$25,462.80

Total Revenue	\$91,049.73
---------------	-------------

Event Expenses:

Advertisement	\$7,107.90
Marketing	\$18,510.78
Promotional	\$48,402.75
Sanitation	\$2,710.32
Safety/Security	\$2,518.33

Lodgers Tax Eligible

\$6,997.80
\$16,305.28
\$48,402.75
\$2,710.32
\$1,696.33

\$79,250.08

\$76,112.48

Rec'd

DEC - 1 2015

[Signature]

2015 UFO Festival July 2-5, 2015 City of Roswell - Lodgers' Tax Funds - Request for Reimbursement
Final Recap of funds requested

1210	Advertising	Centex Movie Mailer	\$	600.00	
1213	Advertising	Southwest Printers - Posters	\$	622.61	
5563	Advertising	Peggy Seskey		\$2,214.47	**
5576	Advertising	KOB TV		\$1,403.34	
5577	Advertising	KCLV AM/FM		\$212.25	
5578	Advertising	Noalmark KBIM		\$482.06	
5579	Advertising	Noalmark Hobbs		\$496.68	
5580	Advertising	Pecos Valley Broadcasting Co		\$430.76	
5583	Advertising	Majestic Communications		\$535.63	
			\$		6,997.80
1211	Entertainment	Doug Roysden Band - Deposit	\$	1,000.00	
1212	Entertainment	Raji World - Deposit Austin Bike Z	\$	2,500.00	
1214	Entertainment	Thomas Obediah Mann - Deposit	\$	1,000.00	
1215	Entertainment	Matt Larsen Group	\$	700.00	
1216	Entertainment	Jhett and Ginger Productions	\$	600.00	
1217	Entertainment	Zachary Snaith	\$	600.00	
1218	Entertainment	Cecil Tijerina	\$	800.00	
1219	Entertainment	Glenna Glover	\$	800.00	
1220	Entertainment	Doug Roysden Band	\$	1,500.00	
1221	Entertainment	Doug Roysden	\$	1,500.00	
1222	Entertainment	Max Vance	\$	600.00	
1224	Entertainment	Will Bannister	\$	1,500.00	
1225	Entertainment	Elizario Vigil	\$	600.00	
1226	Entertainment	Robin Rivas	\$	800.00	
1227	Entertainment	Tom Blake	\$	400.00	
1228	Entertainment	Raji World - Austin Bike Zoo	\$	2,500.00	
1229	Entertainment	Thomas Obediah Mann	\$	2,200.00	
1230	Entertainment	Eduardo Turjillo	\$	600.00	
5556	Entertainment	Fabian Anaya	\$	400.00	
5559	Entertainment	Alegria Party Rentals	\$	3,600.00	
5560	Entertainment	Ed Cook	\$	400.00	
5561	Entertainment	Juliana Halvorson	\$	255.52	*
5566	Entertainment	UFO Museum and Research Cen	\$	13,250.00	
5582	Entertainment	CRM Discount Awards	\$	490.27	
5585	Entertainment	Molly Boyles	\$	22.80	
5587	Entertainment	Candlewood Suites - Lodging per	\$	1,231.56	
5588	Entertainment	Comfort Suits - Lodging per contr	\$	2,052.60	
5557	Entertainment	Saul Aguilar	\$	6,000.00	
5558	Entertainment	Extreme Balloons	\$	500.00	
			\$		48,402.75
5565	Marketing	The Pin Center	\$	2,665.00	
5568	Marketing	Juliana Halvorson - Banners	\$	75.91	
5573	Marketing	Southwest Printers	\$	11,725.59	
5586	Marketing	Business Notions	\$	1,838.78	****
			\$		16,305.28
5574	Safety/Security	Interstate Security	\$	1,579.91	
5584	Safety/Security	Joe Seskey	\$	74.34	
5563	Safety/Security	Peggy Seskey	\$	42.08	**
			\$		1,696.33
5564	Sanitation	Valley Christian Academy	\$	500.00	
5564	Sanitation	Valley Christian Academy	\$	(500.00)	voided****
5567	Sanitation	Rita Kane-Doerhoefer	\$	69.49	
5570	Sanitation	Valley Christian Academy	\$	200.00	
5571	Sanitation	Goddard High School Football Bo	\$	300.00	
5575	Sanitation	Demarees Pumping Svc	\$	1,612.50	
5581	Sanitation	City of Roswell - Solid Waste 2 ro	\$	528.33	
			\$		2,710.32
			\$	76,112.48	76112.48

Rec'd
DEC - 1 2015
JK Self

* Total check written for \$304.55 (\$49.03 was a banner for the free movies in the park, not a UFO charge)

** Total check written for \$2256.55

***Check 5564 was included in second request for reimbursement

****Check 5586 was written for \$4044.28 which includes sales items. Itemized list of marketing/promotional items is attached to invoices.

Break down of Marketing/Promotional items paid to Business Notions

18 Aprons	\$ 171.00
27 Baseball Caps	\$ 202.50
36 Polo Shirts	\$ 574.28
T shirts of various	
88 adult sizes	\$ 878.50
Tall T Shirt for	
Obediah(Stilt	
1 Walker)	\$ 12.50
	\$ 1,838.78

Rec'd
DEC - 1 2015
JK Self

2015 UFO Festival Event Report and Survey of Visitors

Visitors from the following States and Countries came by the 2015 UFO Festival's Information booth and filled out survey for information:

Texas	Illinois	Mexico
Oklahoma	South Dakota	Canada
Mississippi	Iowa	Australia
California	Washington	Holland
Arizona	Wyoming	France
Florida	Pennsylvania	Japan
Colorado	New York	New Zealand
Virginia	Kansas	China
Louisiana	Utah	Puerto Rico
Ohio	Oregon	Germany
New Jersey	Idaho	United Arab Emirates
Maryland	Alabama	England
Nebraska	Indiana	Qatar
Montana	Arkansas	Scotland
Minnesota	Vermont	Virgin Islands
Tennessee	Wisconsin	Belgium
Kentucky	New Hampshire	
Connecticut	Massachusetts	
Georgia		
Missouri		
South Carolina		
Nevada		

Based on the count of visitors at The International UFO Museum and Research Center, close to 10,000 believers and non-believers alike, as well as some on the fence as to their stand on Aliens and the goings on here in 1947, passed through their doors. A safe, conservative guesstimate of 4 to 5 thousand additional visitors who did not pay to visit the UFO Museum came to participate in the free entertainment provided by the UFO Festival, the Costume Contest, the Planetarium Shows, the Cosmicon, the Alien Chase, the Stage Entertainment, the Electric Light Parade, as well as the many photo opportunities with aliens, stilt walkers, balloon artists, butterflies floating down Main Street, and even an alien green Preying Mantis carrying passengers down the street.

Feedback from the Survey taken at the information tent was very positive. The weather was terrific; New Mexico hot, but not ghastly. Misting stations set up at various intervals down the street helped to cool down young and old alike.

The surveys of the hotels taken during the festival were that the majority were full for the entire length of the festival. RV Parks were full through out town and at the Bottomless Lakes State Park.

Restaurants (that were open) reported they had to restock multiple times because of the crowds. MainStreet Businesses were reported by the local media to be packed with customers from the moment they opened until they finally closed at night. Some say they do over half their annual sales during this time frame.

We had more visitors from states and countries represented on our survey forms than last year. We even noticed some planets we have never visited, or heard of, listed on a few of our survey sheets. That must mean our advertising must be working.

The families that were staying with families or friends were quick to tell us they were enjoying some of the local cuisine.

Social media postings were plentiful. Everyone wanted to share their experience here with family and friends who were not able to make it. We hope they take some of the excitement home and encourage everyone to come visit the wonderful friendly residents, both alien and human alike, here in Roswell.

Rec'd
DEC - 1 2015
JK Self

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 17.

Meeting Date: 02/11/2016

COMMITTEE: N/A

CONTACT: Sharon Coll

CHAIR: N/A

ACTION REQUESTED:

Approval of the minutes from the January 14, 2016 Regular City Council meeting.

BACKGROUND:

Not applicable.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Not applicable.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

City Council consideration of approval of the January 14, 2016 Regular City Council meeting.

Attachments

January 14 2016 City Council Minutes

Regular Meeting of the Roswell City Council
Held in the Bassett Auditorium at the Roswell Museum and Arts Center

Thursday, January 14, 2016 at 6:01 p.m.

The meeting convened with Mayor Kintigh presiding and Councilors Grant, Denny, Henderson, Perry, Oropesa, Velasquez, Sanchez and Best being present with Councilors Mackey and Sandoval being absent. Councilor Velasquez led in Prayer and Councilor Denny led in the Pledge of Allegiance.

Notice of this meeting was given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution 15-56.

Councilor Sanchez invited the public to a Martin Luther King Jr. rally for Monday, January 18, 2016. The rally will begin at 12:00 p.m. at the court house. Activities include guest speakers, a walk from the court house to Alameda, and hamburgers and hot dogs to feed the public.

Councilor Perry moved to approve the agenda for the January 14, 2016 regular City Council meeting to include the following: Consent Items: Bids and RFP's, RIAC Leases, Resolution 16-01 – Weeds, Resolution 16-02 – Condemnations, Lodgers' Tax Request and Minutes from the December 10, 2015 regular City Council meeting; Public Hearings: Proposed Ordinance 15-20 – To amend section 6-21 and 6-31 of the Plumbing and Mechanical Code, Proposed Ordinance 15-21 – To amend section 4-62 Animal Welfare, Proposed Ordinance 15-22 – To provide a lien for occupancy taxes on the personal and real property of vendors providing lodging facilities and Proposed Ordinance 15-25 – Approving a project, accepting an agreement and accepting from the NM Economic Development department \$75,000 to support the construction of Rich Glo Products; New Business/Regular Items: Resolution 16-03 – Budget amendment for the Eastern New Mexico State Fair in the amount of \$42,750.00, Resolution 16-04 – Declaring a disaster resulting from the 2015 severe winter storm, Resolution 16-05 – Budget amendment for the Convention Center Fee, Resolution 16-06 – Authorize staff to submit a grant application to the New Mexico Finance Authority to assist in funding an Economic Needs Assessment for the Old Municipal Airport, Appointments to the precinct board, Streets list for permitted parking, Roswell Test Facility Lease Extension Agreement, Proposed Ordinance 16-01 – Advertise for a public hearing to adopt a municipal gross receipts tax, Proposed Ordinance 16-02 – Advertise for a public hearing to repeal Ordinance 1295, Proposed Ordinance 16-03 – Advertise for a public hearing to repeal Ordinance 1269, Closed Session and Proposed Ordinance 16-04 – Advertise for a public hearing. Councilor Grant was the second. A voice vote was unanimous and the motion passed with Councilor Sandoval being absent.

FOR THE RECORD: Councilor Mackey joined the meeting at 6:06 p.m.

NON-ACTION ITEMS

Winter Storm Recap – Ms. Phillips gave a presentation on winter storm Goliath. The storm brought in 15.6 inches of snow, 40-80 mph wind gusts and snow drifts up to 10 feet. City

Departments and Private Contractors worked together during and after Goliath to transport stranded motorists and medical staff, deliver medication and food boxes, salt streets and remove snow from various facilities. There was 784,000 tons of snow moved and 450 tons of salt used on City roads. Partnerships and resources during the storm are the following: Department of Transportation, Game and Fish Division, National Guard, Church on the Move and Harvest Ministries.

Capital Projects Update – Mr. Najar gave a presentation on Capital Outlay projects. Joe Bauman Stadium and Eastside Little League facilities were each awarded \$75,000 for improvements. Youth Challenge was awarded \$2,000,000 for renovations of a dormitory. The State CDBG awarded \$500,000 with \$86,000 in City match, for improvements to the sidewalks on Bland near Mesa Middle School. The Convention Center parking lots' budget of \$1,685,276 is split between City, State and Xcel Franchise Fee funding.

PUBLIC PARTICIPATION ON AGENDA ITEMS

Participants are mentioned on each item.

PUBLIC HEARINGS

Proposed Ordinance 15-20 – To amend section 6-21 and 6-31 of the Plumbing and Mechanical Code. Councilor Perry moved to approve Proposed Ordinance 15-20. Councilor Grant was the second. Mr. Zarr gave a presentation stating if adopted, Proposed Ordinance 15-20 will adopt by reference the 2012 editions of the New Mexico Plumbing Code, the New Mexico Mechanical Code, and the New Mexico Swimming Pool, Spa and Hot Tub Code, along with certain additions that are unique to the City. The City currently utilizes the 2009 editions of these codes.

IN FAVOR: NONE

OPPOSED: NONE

A roll call vote was as follows: Natasha Mackey – yes, Caleb Grant – yes, Tabitha Denny – yes, Steve Henderson – yes, Jason Perry – yes, Juan Oropesa – yes, Elena Velasquez – yes, Savino Sanchez – yes, Jeanine Best – yes. The motion passed with Councilor Sandoval being absent.

Proposed Ordinance 15-21 – To amend section 4-62 Animal Welfare. Councilor Perry moved to approve Proposed Ordinance 15-21. Councilor Denny was the second. Mr. Matthews discussed the proposed ordinance. If adopted, Proposed Ordinance 15-21 will amend section 4-62 to provide the appropriate City official charged with the management of the animal control facility with the discretion to retain a dog or cat beyond the seven day holding period for such time as the official deems reasonable. The following is the amendment to the proposed ordinance: Only the City Manager or his designee will have the discretion to retain any animal (not just dogs or cats) for up to 21 days if the manager or designee deems it to be reasonable. Councilor Perry moved to amend Proposed Ordinance 15-21 by replacing the last sentence of section 4-62 with "The City Manager or the manager's designee shall have the discretion to retain any animal beyond the seven days for such period of time that the City Manager or designee deems reasonable, but not to exceed 21 days." Councilor Denny was the second.

IN FAVOR: Kathy Webb and Heather Silva
OPPOSED: NONE

A roll call vote was as follows: Natasha Mackey – yes, Caleb Grant – yes, Tabitha Denny – yes, Steve Henderson – yes, Jason Perry – yes, Juan Oropesa – yes, Elena Velasquez – no, Savino Sanchez – yes, Jeanine Best – yes. The motion passed with Councilor Sandoval being absent.

Mayor Kintigh called for a roll call vote to adopt Proposed Ordinance 15-21 as amended. A roll call vote was as follows: Natasha Mackey – yes, Caleb Grant – yes, Tabitha Denny – yes, Steve Henderson – yes, Jason Perry – yes, Juan Oropesa – yes, Elena Velasquez – no, Savino Sanchez – yes, Jeanine Best – yes. The motion passed with Councilor Sandoval being absent.

Proposed Ordinance 15-22 – To provide a lien for occupancy taxes on the personal and real property of vendors providing lodging facilities. Councilor Perry moved to approve Proposed Ordinance 15-22. Councilor Grant was the second. Mr. Zarr gave a presentation stating if adopted, Proposed Ordinance 15-22 will amend Chapter 23 of the Roswell City Code by adding a new section 23-11 to establish a lien on the personal and real property of lodging facility vendors for the occupancy tax. This lien is authorized by NMSA 1978 §3-38-18.1 and is part of the established statutory structure for the imposition, collection and enforcement of occupancy taxes.

IN FAVOR: NONE
OPPOSED: NONE

A roll call vote was as follows: Natasha Mackey – yes, Caleb Grant – yes, Tabitha Denny – yes, Steve Henderson – yes, Jason Perry – yes, Juan Oropesa – yes, Elena Velasquez – yes, Savino Sanchez – yes, Jeanine Best – yes. The motion passed with Councilor Sandoval being absent.

Proposed Ordinance 15-25 – Approving a project, accepting an agreement and accepting from the NM Economic Development department \$75,000 to support the construction of Rich Glo Products. Councilor Grant moved to approved Proposed Ordinance 15-25. Councilor Perry was the second. Mr. Mulcahy discussed the proposed ordinance. Rich Glo Products, Inc. is an “S” Corporation with National and International sales in the jewelry marketplace.

IN FAVOR: Mark Roper
OPPOSED: NONE

A roll call vote was as follows: Natasha Mackey – yes, Caleb Grant – yes, Tabitha Denny – yes, Steve Henderson – yes, Jason Perry – yes, Juan Oropesa – yes, Elena Velasquez – yes, Savino Sanchez – yes, Jeanine Best – yes. The motion passed with Councilor Sandoval being absent.

CONSENT ITEMS

Bids & RFP'S

Request to approve bid for Capital Project – Chlorination Room.

ITB-16-020 – Request approval of award for bid No. ITB-16-020, CDBG Project, to lowest bidder, Abraham Construction, and approve transfer of funds for the shortfall amount of \$13,371.80.

ITB-16-043 – Request approval of award for bid No. ITB-16-043, North Garden Sewer Line Repair to the lowest bidder, Adame Construction.

ITB-16-044 – Request approval of award for bid No. ITB-16-044, Annual Concrete for Ready Mix to the lowest bidder, Roswell Ready Mix.

RIAC Leases

To authorize Hunt Electric Corporation, a Minnesota Corporation, to renew their current lease agreement on a portion of Building No. 1112B. New rent amount is \$227.00 monthly; \$2,724.00 annually; adjustment is 5.09%. Term: February 1, 2016 through January 31, 2017.

To authorize Eastern New Mexico University-Roswell, to renew their current lease agreement on use of an area of land at the old airport and RIAC. New rent amount is \$167.00 monthly; \$2,004.00 annually; adjustment is 3.09%. Term: February 1, 2016 through January 31, 2017.

To authorize Jon E. Hitchcock, Robert B. Corn, James Patterson, Siavash Karimian, Brandon Arnold and John Berry, as individuals, to renew their current lease agreement on portions of Hangar No. 91, Space A and B, and joint use of the common area. New rent amount is \$1,532.00 monthly; \$18,384.00 annually; adjustment is 2.54%. Term: February 1, 2016 through January 31, 2017.

To authorize Associated Records, Inc., a New Mexico Corporation, to amend their current lease agreement. Tenant has changed their legal name to Information Protection Services, Inc. Associated Records, Inc. leases Building No. 250 grounds and dock areas for the purpose of document storage and shredding; 20,000 square feet; has been a customer since May 2005.

To authorize Dean Baldwin Painting, LP, a Texas Corporation, to amend their current lease agreement to allow for rent abatement. Dean Baldwin Painting, LP requests rent abatement not to exceed \$70,057.32 for replacement of worn components of the building's water treatment facility and the filter press.

Resolution 16-01 – Weeds. Approximately seventeen (17) separate properties within the City.

Resolution 16-02 – Condemnations. Approximately six (6) dilapidated structures within the City.

Lodgers' Tax Request

Request for funding of Lodgers' Tax for the New Mexico Senior Olympics Annual Summer Games in the amount of up to \$77,000.00 on a reimbursement basis at 50% of eligible expenses per a contract between the City of Roswell and New Mexico Senior Olympics. The event is scheduled for July 13-16, 2016.

NEW BUSINESS/ REGULAR ITEMS

Resolution 16-03 – Request approval for a Budget amendment for the Eastern New Mexico State Fair in the amount of \$42,750.00. Councilor Grant moved to approve Resolution 16-03. Councilor Perry was the second. Ms. Garcia discussed Resolution 16-03. City Council approved \$54,750 at the August 6th meeting. The approved budget for FY2016 for the event is \$12,000, thus causing a shortfall of \$42,750.00. Approving Resolution 16-03 will adjust the budget accordingly. A voice vote was unanimous and the motion passed with Councilor Sandoval being absent.

Resolution 16-04 – Request approval of declaring a disaster resulting from the 2015 severe winter storm. Councilor Perry moved to approve Resolution 16-04. Councilor Denny was the second. Ms. Sanders stated the City of Roswell has suffered severe damage caused by a winter storm that began on December 26, 2015. Resolution 16-04 declares the City of Roswell a disaster area for the purpose of exercising emergency powers and requesting disaster relief funding from the State of NM and potentially the Federal Government. A voice vote was unanimous and the motion passed with Councilor Sandoval being absent.

Resolution 16-05 – Request approval for a budget amendment for the Convention Center fee in the amount of \$500,000. Councilor Grant moved to approve Resolution 16-05. Councilor Perry was the second. Mr. Polasek discussed Resolution 16-05 which suggests consideration of amending the current budget to increase the Convention Center Fee funding for the Convention Center parking lot by \$500,000 and decreasing the Engineering Capital Improvements funding by \$500,000. A voice vote was 8-1 and the motion passed with Councilor Mackey voting no and Councilor Sandoval being absent.

Resolution 16-06 – Request approval to authorize staff to submit a grant application to the New Mexico Finance Authority to assist in funding an Economic Needs Assessment for the Old Municipal Airport. Councilor Grant moved to approve Resolution 16-06. Councilor Denny was the second. Mr. Morris discussed Resolution 16-06 which will authorize staff to submit a grant application to the New Mexico Finance Authority (NMFA) in the amount of \$50,000 with no match, to be used to create a "Needs Assessment" for the Old Municipal Airport (OMA). The intent is to determine the amount of commercial square footage and types of commercial and office uses that can be supported at the OMA. The assessment is an important part of the planning process by helping to determine an appropriate mix of residential and commercial uses that would be included in the OMA master plan. A voice vote was unanimous and the motion passed with Councilor Sandoval being absent.

Request approval of the appointments to the precinct board for each polling place pursuant to 3-8-19C NMSA 1978. Councilor Perry moved to approve the appointments to the precinct board. Councilor Henderson was the second. Ms. Coll discussed the precinct board and the appointments for each polling location. A voice vote was unanimous and the motion passed with Councilor Sandoval being absent.

Request approval of the streets list for permitted parking in accordance with City Ordinance 15-05, the permit application, permits and citizen notification flyer. Councilor Best moved to approve the streets list for permitted parking. Councilor Perry was the second. Mr. Najjar stated this request is a follow up to City Ordinance 15-05 which is an option to the citizens that live on the designated streets. Councilor Perry moved to amend the streets list for permitted parking to the Roswell High School portion by removing "100 ft. S. to Hobbs" on numbers nine and ten and inserting "1600" on numbers seven, nine and ten. A voice vote was unanimous and the motion passed with Councilor Sandoval being absent.

Mayor Kintigh called for a voice vote to approve the streets list for permitted parking in accordance with City Ordinance 15-05, the permit application, permits and citizen notification flyer as amended. A voice vote was unanimous and the motion passed with Councilor Sandoval being absent.

Request approval of the Roswell Test Facility Lease Extension Agreement #LE002. Councilor Best moved to approve the Roswell Test Facility Lease Extension Agreement. Councilor Perry was the second. Mr. Morris stated portions of the Roswell Test Facility, located at 3801 East Second Street, are currently leased to A.O. Smith Corporation for purposes of water testing. The new lease is in the amount of \$8,699.24 per year and allows for one CPI adjustment after the first three years of the lease period. A voice vote was unanimous and the motion passed with Councilor Sandoval being absent.

Proposed Ordinance 16-01 – Request to advertise for a public hearing to adopt a municipal gross receipts tax. Councilor Grant moved to advertise for a public hearing to adopt Proposed Ordinance 16-01. Councilor Denny was the second. Mr. Polasek stated Proposed Ordinances 16-01, 16-02 and 16-03 are to be considered together. Proposed Ordinance 16-01 will impose a municipal gross receipts tax of one eighth of one percent which will be dedicated to general municipal purposes. This tax will not result in any net increases in the gross receipts tax rates imposed by the City. A voice vote was unanimous and the motion passed with Councilor Sandoval being absent.

Proposed Ordinance 16-02 – Request to advertise for a public hearing to repeal Ordinance 1295. Councilor Grant moved to advertise for a public hearing to adopt Proposed Ordinance 16-02. Councilor Denny was the second. If adopted Proposed Ordinance 16-02 will repeal Ordinance 1269 which currently imposes a one sixteenth of one percent gross receipts tax, the revenues from which are dedicated to environmental services. This tax has been in effect since January 1, 1996. A voice vote was unanimous and the motion passed with Councilor Sandoval being absent.

Proposed Ordinance 16-03 – Request to advertise for a public hearing to repeal Ordinance 1269. Councilor Grant moved to advertise for a public hearing to adopt Proposed Ordinance 16-03. Councilor Perry was the second. If adopted, Proposed Ordinance 16-03 will repeal Ordinance 1295 which currently imposes a one sixteenth of one percent gross receipts tax, the revenues

from which are dedicated by the City in equal part to enhancing police and fire department budgets. This tax has been in effect since January 1, 1998. A voice vote was unanimous and the motion passed with Councilor Sandoval being absent.

CLOSED SESSION

Councilor Perry moved to go into closed session, pursuant to NMSA 1978, 10-15-1(H)(8), to discuss the purchase, acquisition or disposal of Real Property or Water Rights in which the City of Roswell is or may become a participant at RIAC. Councilor Grant was the second. A roll call vote was as follows: Natasha Mackey – yes, Caleb Grant – yes, Tabitha Denny – yes, Steve Henderson – yes, Jason Perry – yes, Juan Oropesa – yes, Elena Velasquez – yes, Savino Sanchez – yes, Jeanine Best – yes. The motion passed with Councilor Sandoval being absent.

The Council went into closed session at 8:15 p.m.

Councilor Perry stated that for the record the Council was back at 8:42 p.m. and they had a closed session pursuant to Section 10-15-1(H)(8) NMSA 1978; to discuss purchase, acquisition or disposal of real property or water rights in which the City of Roswell is or may become a participant; no action was taken and no votes made. A roll call vote was as follows: Natasha Mackey – yes, Caleb Grant – yes, Tabitha Denny – yes, Steve Henderson – yes, Jason Perry – yes, Juan Oropesa – yes, Elena Velasquez – yes, Savino Sanchez – yes, Jeanine Best – yes. The motion passed with Councilor Sandoval being absent.

Proposed Ordinance 16-04 – Request authorization to advertise for a public hearing. Councilor Perry moved to advertise for a public hearing to adopt Proposed Ordinance 16-04. Councilor Mackey was the second. Mr. Polasek stated if adopted, Proposed Ordinance 16-04 would authorize the sale of City owned real property located at the Roswell Industrial Air Center, South Gail Harris Street and East Martin Street and consisting of approximately 8.78 +/- acres. Mr. Mulcahy introduced Ram Kunwar, Hameet Dhillion, and Jessica Kunwar. A voice vote was unanimous and the motion passed with Councilor Sandoval being absent.

NOTE: Councilor Oropesa stated he would like to address an issue concerning the role of committee chairs and members. Due to the lack of a policy, there is confusion as to who can and cannot place items on committee agendas. Councilor Oropesa suggested a policy be placed defining the roles of every committee member.

PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

None

ADJOURNMENT

Meeting adjourned at 8:59 p.m.

Approved on this 11th day of February, 2016.

(City Seal)

DENNIS KINTIGH, MAYOR

SHARON COLL, CITY CLERK

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 18.

Meeting Date: 02/11/2016

COMMITTEE: Finance

CONTACT: Monica Garcia

CHAIR: Caleb Grant

ACTION REQUESTED:

Resolution 16-07 - Request approval of Resolution 16-07 a resolution of the City of Roswell, New Mexico notifying the New Mexico Finance Authority that the City of Roswell supports and has required funding for additional large diameter water line construction associated with current Drinking Water State Revolving Loan Project 3205-DW. (Grant/Najar)

BACKGROUND:

The City is closing out a 36" water line project on Country Club Road which was funded in part with the New Mexico Finance Authority Drinking Water State Revolving Loan Fund Project 3205-DW. Due to the success of the project and capabilities of the City of Roswell to expedite design and construction of additional work, the funding agency would like to contribute additional funds to continue this project along Country Club Road.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

The original loan was \$2,000,000 with an approximate 0.25% annual interest rate. The City has been offered up to \$3,000,000 additional principal to continue construction with a 75% forgiveness of loan principal and cost of issuance.

LEGAL REVIEW:

No additional review required.

BOARD AND COMMITTEE ACTION:

Infrastructure Committee recommended approval of this item at their meeting on January 19, 2016. The Finance Committee also recommended this at their February 4, 2016 meeting.

STAFF RECOMMENDATION:

City Council consideration of Resolution 16-07 as presented.

Attachments

Resolution 16-07 Water Loan

RESOLUTION 16-07

A RESOLUTION OF THE CITY OF ROSWELL, NEW MEXICO NOTIFYING THE NEW MEXICO FINANCE AUTHORITY THAT THE CITY OF ROSWELL SUPPORTS AND HAS REQUIRED FUNDING FOR ADDITIONAL LARGE DIAMETER WATER LINE CONSTRUCTION ASSOCIATED WITH CURRENT DRINKING WATER STATE REVOLVING LOAN PROJECT 3205-DW.

WHEREAS, the City of Roswell desires to continue large diameter water line replacement associated with Project 3205-DW, large diameter water line construction on Country Club Road;

WHEREAS, this project is eligible for New Mexico Finance Authority, Drinking Water State Revolving Loan Funds with a 75% forgiveness of principal and current interest rate of approximately 0.25% annually;

WHEREAS, the preliminary cost estimate for the project improvements is \$3,000,000, including gross receipts tax, which would be a \$2,250,000 forgiveness amount of principal and forgiveness of portion of cost of issuance fees; and

WHEREAS, the City of Roswell desires to utilize New Mexico Finance Authority Drinking Water State Revolving Loan Funds up to a project principal amount of \$3,000,000.

NOW THEREFORE, BE IT RESOLVED AND DECLARED by the Governing Body of the City of Roswell, New Mexico that:

1. The City of Roswell fully supports and adopts the proposed project for continued replacement of large diameter water line construction.
2. The City of Roswell will budget the required funds for City portions of this project principal and associated fees.
3. The City of Roswell has placed this project as a high priority and will meet all required deadlines.

PASSED, ADOPTED, SIGNED, AND APPROVED THIS 11th day of February 2016.

Dennis Kintigh, Mayor

Attest:

Sharon Coll, City Clerk

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 19.

Meeting Date: 02/11/2016

COMMITTEE: Finance

CONTACT: Monica Garcia

CHAIR: Caleb Grant

ACTION REQUESTED:

Resolution 16-10 - Request approval of Resolution 16-10 a budget amendment for the Senior Olympics. (Grant/Garcia)

BACKGROUND:

The Finance Committee at the January 7, 2016 meeting recommended \$77,000 for the event. The City Council approved the recommendation at the January 14, 2016 meeting. This item simply amends the Lodgers' Tax Budget in accordance with previous City Council action.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Lodgers' Tax Reserves

- Lodger' Tax – Visitor Promotion PR - \$77,000

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

The Finance Committee recommended at their February 4, 2016 to City Council Resolution 16-10, a budget amendment for FY2016 for the Senior Olympics.

STAFF RECOMMENDATION:

City Council consideration of Resolution 16-10 as presented.

Attachments

Resolution 16-10 Budget Amendment for the Senior Olympics

RESOLUTION NO. 16-10

A RESOLUTION OF THE CITY OF ROSWELL, NEW MEXICO AMENDING THE BUDGET FOR THE CITY OF ROSWELL FOR THE FISCAL YEAR ENDING JUNE 30, 2016.

WHEREAS, the governing body of the City of Roswell, State of New Mexico, has previously developed a budget for the fiscal year 2015-2016, ending June 30, 2016; and

WHEREAS, the City Council at their January 14, 2016 meeting approved funding in the amount of \$77,000 from the Lodger's Tax Fund reserves for the Senior Olympics; and

WHEREAS, it is the majority opinion of the Governing Body that the proposed amended budget continues to meet fiscal requirements as currently determined for fiscal year 2016.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO hereby adopts the budget adjustment hereinabove described and respectfully requests approval for same from the Local Government Division of the Department of Finance and Administration, State of New Mexico.

PASSED, ADOPTED, SIGNED AND APPROVED this 11th day of February, 2016.

Dennis Kintigh, Mayor

CITY SEAL
ATTEST:

Sharon Coll, City Clerk

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 20.

Meeting Date: 02/11/2016

COMMITTEE: Finance

CONTACT: Monica Garcia

CHAIR: Caleb Grant

ACTION REQUESTED:

Resolution 16-11 - Request approval of Resolution 16-11 a budget amendment for the Roswell Filmfest & Cosmicon. (Grant/Garcia)

BACKGROUND:

The Finance Committee at the December 3, 2015 meeting recommended \$35,000 for the event. The City Council approved \$35,000 at the December 10, 2015 meeting. This item simply amends the Lodgers' Tax Budget in accordance with previous City Council action.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Lodgers' Tax Reserves

- Lodger' Tax – Visitor Promotion PR - \$35,000.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

The Finance Committee recommended at their February 4, 2016 to City Council Resolution 16-11, a budget amendment for FY2016 for the Roswell Filmfest & Cosmicon.

STAFF RECOMMENDATION:

City Council consideration of Resolution 16-11 as presented.

Attachments

Resolution 16-11 a budget amendment for the Roswell Filmfest & Cosmicon

RESOLUTION NO. 16-11

A RESOLUTION OF THE CITY OF ROSWELL, NEW MEXICO AMENDING THE BUDGET FOR THE CITY OF ROSWELL FOR THE FISCAL YEAR ENDING JUNE 30, 2016.

WHEREAS, the governing body of the City of Roswell, State of New Mexico, has previously developed a budget for the fiscal year 2015-2016, ending June 30, 2016; and

WHEREAS, the City Council at their December 10, 2015 meeting approved funding in the amount of \$35,000 from the Lodger's Tax Fund reserves for the Roswell Filmfest & Cosmicon; and

WHEREAS, it is the majority opinion of the Governing Body that the proposed amended budget continues to meet fiscal requirements as currently determined for fiscal year 2016.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO hereby adopts the budget adjustment hereinabove described and respectfully requests approval for same from the Local Government Division of the Department of Finance and Administration, State of New Mexico.

PASSED, ADOPTED, SIGNED AND APPROVED this 11th day of February, 2016.

Dennis Kintigh, Mayor

CITY SEAL

ATTEST:

Sharon Coll, City Clerk

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 21.

Meeting Date: 02/11/2016

COMMITTEE: Finance

CONTACT: Monica Garcia

CHAIR: Caleb Grant

ACTION REQUESTED:

Resolution 16-12 - Request approval of Resolution 16-12 reimbursement from the Environmental GRT that will be redirected (if approved at the February 11, 2016 City Council meeting) into the General Fund and used for the design and engineering of the new Yucca Recreation Center. (Grant/Garcia)

BACKGROUND:

The City has begun the process to construct a new Yucca recreation center. This began with an RFP for architectural design services. Nine (9) firms were evaluated with a recommendation for Huitt-Zollars for design and engineering. The firm was selected by the committee reviewing the proposals. The design and engineering services package will be a new recreation center that will be able to offer services in the same manner as the current Yucca Recreation Center. The company will have (10) months to complete the design package.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

The project award for architectural services will not exceed \$500,000. Funding in the amount of \$250,000 is provided by the State of New Mexico Capital Outlay funding for use in planning and design. The remaining \$250,000 would require the City to adopt, in advance of an executed contract, a reimbursement resolution. The reimbursement resolution assumes the redirection of the Environmental GRT tax to the General Fund with those funds then being used for the remaining balance of \$250,000.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

The Infrastructure Committee passed at their January 19, 2016 meeting recommendations for approval to move forward with the project and the Finance Committee recommended at their February 4, 2016 to City Council Resolution 16-12, Reimbursement from the Environmental GRT Tax reallocation.

STAFF RECOMMENDATION:

City Council consideration of Resolution 16-12 as presented.

Attachments

Resolution 16-12 Yucca

RESOLUTION 16-12

A RESOLUTION OF THE CITY OF ROSWELL, NEW MEXICO, DECLARING ITS OFFICIAL INTENT TO REIMBURSE ITSELF WITHIN THE GENERAL FUND WITH PROCEEDS OF A FUTURE REDIRECTION OF ENVIRONMENTAL GRT REVENUE IN AN AMOUNT NOT TO EXCEED \$250,000.00 FOR THE FUNDING OF THE DESIGN AND ENGINEERING OF A NEW YUCCA RECREATION CENTER.

WHEREAS, the City of Roswell, in the State of New Mexico, is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State; and,

WHEREAS, the City Council is the governing body of the City; and,

WHEREAS, the Governing Body has determined that it is in the best interest of the city to begin the process of design and engineering of a new Yucca Recreation Center and,

WHEREAS, the city currently intends redirect a portion the Environmental GRT to finance the design, engineering and construction of a new Yucca Recreation Center and,

WHEREAS, the Governing Body desires to declare its official intent, pursuant to 26 C.F.R. § 1.150-2, to reimburse the city for such expenditures with the proceeds of the City's future redirection of the Environmental GRT.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO THAT:

Section 1. Declaration of Official Intent: The city intends to begin the process of constructing a new Yucca recreation center and by first undertaking the design and engineering services as determined and approved by the City Council, with funds not to exceed \$250,000.00, currently held in the city's General Fund

Section 2. Dates of Capital Expenditures: Some or all of the expenditures within the scope of this Resolution will be made prior to the date of the redirection of Environmental GRT, effective in July 2016.

Section 3. Redirection of GRT: The city intends to redirect a portion of the GRT from the environmental GRT to the general fund to finance the design and engineering of the new Yucca Recreation Center and,

Section 4. Confirmation of Prior Acts: All prior acts of the officials, agents and employees of the City that are in conformity with the purpose and intent of

this Resolution, and in furtherance of the project shall be and the same hereby repealed to the extent of such inconsistency

Section 5. Effective Date: This Resolution shall take effect immediately upon its adoption

ADOPTED AND APPROVED this 11th day of February, 2016, CITY OF ROSWELL, NEW MEXICO

Dennis Kintigh, Mayor

City Seal
Attest:

Sharon Coll, City Clerk

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 22.

Meeting Date: 02/11/2016

COMMITTEE: Infrastructure

CONTACT: Louis Najar

CHAIR: Jeanine Corn-Best

ACTION REQUESTED:

Resolution 16-13 – Request approval of Resolution 16-13 approving the name of the splash pad in Poe Corn Park as “The Burt Murphy Family Splash Pad”, and providing for an effective date. (Best/Morris)

BACKGROUND:

The total cost of the new splash pad is approximately \$450,000. As a means of helping the City to able to construct this new recreational facility within Poe Corn Park, the Murphy family has generously donated \$100,000.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

This donation of \$100,000 greatly assisted the City of Roswell in securing adequate funding for the construction of this project.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

This item was presented to the Parks and Recreation Commission on January 11, 2016, and to the Infrastructure Committee on January 19, 2016, as an action item. Both of these Boards recommended approval of the naming of this facility as “The Burt Murphy Family Splash Pad”.

STAFF RECOMMENDATION:

City Council consideration of adopting Resolution 16-13 as presented.

Attachments

Resolution 16-13

RESOLUTION No. 16-13

APPROVING THE NAME OF THE SPLASH PAD IN POE CORN PARK AS “THE BURT MURPHY FAMILY SPLASH PAD”, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Roswell has recognized the need to construct a water-based recreational facility for use by the residents, and especially the children, of the City of Roswell; and,

WHEREAS, the cost of this facility is estimated to be approximately \$450,000; and,

WHEREAS, the Burt Murphy family graciously donated \$100,000 to the City of Roswell for the construction of this new recreational facility; and,

WHEREAS, the donation by the Murphy family greatly assisted with this facility being able to be built.

BE IT RESOLVED BY THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO:

Section 1. The splash pad to be built in Poe Corn Park shall be named “The Burt Murphy Family Splash Pad”.

Section 2. This Resolution shall take effect immediately upon its adoption.

PASSED, ADOPTED, SIGNED AND APPROVED this 11TH day of February, 2016.

Dennis Kintigh, Mayor

CITY SEAL

ATTEST:

Sharon Coll, City Clerk

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 23.

Meeting Date: 02/11/2016

COMMITTEE: Legal

CONTACT: William Zarr

CHAIR: Jason Perry

ACTION REQUESTED:

Proposed Ordinance 16-05 - Request to advertise for a public hearing on Proposed Ordinance 16-05, which would place certain limitations on drilling of new domestic wells within the city limits. (Perry/Zarr)

BACKGROUND:

NMSA 1978 § 3-53-1.1 authorizes municipalities to limit the drilling of new domestic water wells within their exterior boundaries if property is located within the municipality and the property line of an applicant is within 300 feet of a municipal water distribution line, with certain exceptions.

NMSA 1978 § 3-27-3 also authorizes municipalities to adopt any ordinance or regulation necessary to carry out its powers to protect its water sources from pollution.

The City of Roswell has an extensive city wide water distribution system capable of meeting the water needs of its residents and businesses. However, there are currently no ordinances that prevent the drilling of new domestic wells within the city limits.

The adoption of limitations on new domestic wells, including replacement wells, would protect the underground water sources from which the City water system draws from contamination and depletion that can result from the drilling and maintenance of numerous domestic wells, and to protect the quality and availability of the City's water distribution system, which provides water to the overwhelming majority of the City's residents and businesses.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Not applicable.

LEGAL REVIEW:

The City Attorney has drafted and City staff has reviewed Proposed Ordinance No. 16-05.

BOARD AND COMMITTEE ACTION:

The Legal Committee recommended advertising Proposed Ordinance No. 16-05.

STAFF RECOMMENDATION:

City Council consideration of authorization to advertise a public hearing on Proposed Ordinance 16-05 as presented.

Attachments

Proposed Ordinance 16-05

PROPOSED ORDINANCE 16-05

AN ORDINANCE OF THE CITY OF ROSWELL AMENDING ARTICLE II OF CHAPTER 26 OF THE ROSWELL CITY CODE BY ADDING NEW SECTIONS 26-6, 26-7, 26-8, AND 26-9, PERTAINING TO RESTRICTIONS ON THE DRILLING OF NEW DOMESTIC WELLS WITHIN THE CITY OF ROSWELL, TO PROVIDE FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT, AND TO PROVIDE FOR SEVERABILITY AND EFFECTIVE DATE

WHEREAS, NMSA 1978 § 3-53-1.1 authorizes municipalities to restrict the drilling of new domestic water wells within their exterior boundaries if property is located within the municipality and the property line of an applicant is within 300 feet of a municipal water distribution line, with certain exceptions; and

WHEREAS, NMSA 1978 § 3-27-3 also authorizes municipalities to adopt any ordinance or regulation necessary to carry out its powers to protect its water sources from pollution; and

WHEREAS, while the City of Roswell has an extensive city wide water distribution system capable of meeting the water needs of its residents and businesses, it currently does not restrict the drilling of new domestic wells within the city limits; and

WHEREAS, the adoption of restrictions on new domestic wells, including replacement wells, is desirable in order to protect the underground water sources from which the City water system draws from contamination and depletion that can result from the drilling and maintenance of numerous domestic wells, and to protect the quality and availability of the City's water distribution system, which provides water to the overwhelming majority of the City's residents and businesses.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:

SECTION 1. Chapter 26 of the Roswell City Code is hereby amended by adding a new section 26-6 to read as follows:

26-6. Connection to city water distribution system required

Where a water distribution line is at or within three hundred (300) feet of the property boundary line, and the property is located within the corporate limits of the City of Roswell, the property owner must connect to the City of Roswell water system at said property owner's expense to the residence or building before a certificate of occupancy is issued, unless otherwise provided under this article in the case of domestic wells, or for all other non-domestic uses, unless the property owner has water rights that permit the drilling of wells for all or part of the intended use of the property.

SECTION 2. Chapter 26 of the Roswell City Code is hereby amended by adding a new section 26-7 to read as follows:

Section 26-7. Connections to city water system:

All connections to the City water system shall be performed by a licensed plumber who shall have first secured a permit from the City, and all work shall be completed in accordance with the requirements of the New Mexico State Plumbing Code and Chapter 26 of the Roswell City Code.

SECTION 3. Chapter 26 of the Roswell City Code is hereby amended by adding a new section 26-8 to read as follows:

26-8. Restrictions on drilling of new domestic wells

- (a) The drilling of new domestic water wells within the corporate limits of the City of Roswell is hereby prohibited if the property boundary line of the applicant for a domestic well is within three hundred (300) feet of a municipal distribution line, except as provided in subsection (b) below.
- (b) The drilling of a new domestic well shall be authorized by the City if the total cost to the applicant of extending the municipal water line and the meter and the hook-up to the applicant's residence exceeds the cost of drilling a domestic well. The application shall be made to the City Engineer. The cost of drilling a domestic well shall include all costs necessary for the well to be operable, including the costs of drilling, piping and plumbing to the residence, the pump and necessary electrical connections thereto, additional linings to protect against contamination if necessary, and all applicable permit and inspection fees and gross receipts taxes. The City Engineer shall approve the authorization to drill a new domestic well if the cost of drilling a new domestic well is less than the cost of connecting to the City's water distribution system, and if the drilling of a new well will not likely result in the penetration of a contaminated area as determined under subsection (d) below. The applicant shall have the burden of proof.
- (c) The City Engineer shall establish a cost basis to calculate the cost of connection to the City's water distribution system. The cost of connection calculated by this basis shall be the cost against which the cost of drilling is to be compared. The cost of connection from the City's water distribution system to the applicant's home shall be determined by multiplying the length of the extension of the water line from the City distribution line to the residence times the cost per foot. The cost per foot established by the City Engineer shall be based on the average costs of materials meeting applicable code requirements, the costs of labor, a reasonable profit, gross receipts taxes and other factors that affect cost. The cost in effect at the time of the application shall be used for comparison. The cost may be periodically revised to reflect increase in the costs of labor, material or other associated costs.
- (d) In addition to the requirements of subsection (b), no application for a domestic well shall be approved where the drilling of a new well or replacement of an existing well will likely penetrate areas which has been documented by the United States Environmental Protection Agency, the New Mexico

- Environment Department or any other federal or state agency to be contaminated, and which could potentially adversely affect the underground water sources that the City of Roswell draws upon.
- (e) The applicant must first obtain a permit from the State Engineer to drill a well for irrigation, household or domestic use under NMSA 1978 § 72-12-1.1, prior to filing an application with the City Engineer for authorization to drill a new domestic well pursuant to such permit.
 - (f) The City Engineer shall act upon a domestic well application within thirty (30) calendar days of the receipt of said request or it shall be deemed approved. The thirty day time limit within which the City Engineer is required to act shall not commence until the applicant has filed all necessary documentation required by the city in support of the application.
 - (g) In the event that the City Engineer denies authorization for a new domestic well permit, the City shall provide domestic water service to the applicant's property within ninety (90) days from the date of such denial. The cost of connecting to the City's water distribution system shall be at the applicant's expense.
 - (h) In the event that the City Engineer denies authorization for a new domestic well permit, the applicant may request an informal hearing before the City Engineer.
 - (i) A denial of authorization for a domestic well permit by the City Engineer shall be final and may be appealed to the district court of Chaves County.
 - (j) The City of Roswell shall notify the Office of the State Engineer of all municipal permit denials for domestic well authorization.
 - (k) Nothing in this ordinance shall limit the authority of the State Engineer to administer water rights as provided by law.
 - (l) All domestic wells which have been approved by the City shall be drilled by a person licensed by the State of New Mexico to drill wells in the state and all work shall be done in accordance with requirements of the Office of the State Engineer.
 - (m) All new domestic wells and replacement domestic wells shall be metered for the purposes of imposing and collecting the charges established under section 26-106 of this chapter for the use of the city sewer facilities, lines and system.
 - (n) A well that replaces an existing or abandoned domestic well shall be considered to be a new domestic well, and shall require completion of the same application for authorization for a new domestic well, and shall be subject to the same restrictions as the drilling of a new domestic well. Repairs to an existing domestic well to any extent shall not be considered to be a replacement well, so long as the bore location of the well does not change.
 - (o) Any non-functioning well shall be decommissioned according to the requirements of the Office of the State Engineer. In addition, all pumps and electrical connections shall be removed, and the shaft shall be permanently sealed with a metal cap.
 - (p) A copy of this ordinance shall be filed with the Office of the State Engineer upon adoption of said ordinance by the governing body.

SECTION 4. Chapter 26 of the Roswell City Code is hereby amended by adding a new section 26-9 to read as follows:

Section 26-9. Commingling of water supplied by city water system and water supplied by domestic well prohibited

- (a) In order to avoid potential contamination of the City's water system, the commingling of water provided by the City's water system and water supplied by a domestic well is prohibited. To avoid potential contamination of the City's water system, the City may refuse to extend or continue water service to a property where a domestic well also supplies water.
- (b) The City may, as a condition of providing water to such a location, require the owner to install a backflow preventer in order to protect the drinking water system from cross-contamination from well water. The City may also require routine testing by a certified technician to ensure that the backflow preventers are functioning properly, and that the results of such testing be provided to the City within ten days from the date of testing.
- (c) Repairs to or replacement of malfunctioning backflow preventers shall be made within such time as the City Water Department supervisor shall direct.

SECTION 5. All ordinances or parts of ordinances in conflict or inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

SECTION 6. If any section, paragraph, clause or provisions of this ordinance for any reason shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other part of this ordinance.

SECTION 7. This ordinance shall be effective after five (5) days following its publication as required by law.

Underscoring indicates addition to existing Code section.

~~Strike through~~ indicates delete of an existing Code section.

PASSED, ADOPTED, SIGNED and APPROVED the ____ day of March, 2016.

CITY SEAL

Dennis Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 24.

Meeting Date: 02/11/2016

COMMITTEE: N/A

CONTACT: Steve Polasek

CHAIR: N/A

ACTION REQUESTED:

Discuss dates for proposed City Council retreat. (Steve Polasek)

BACKGROUND:

In keeping with the process of convening in early spring to discuss items pertinent to the City, as well as general planning for the development of the upcoming budget, staff is proposing a City Council retreat to be conducted on Friday, March 18, and Saturday March 19. The retreat sessions would be held at the Roswell Chamber of Commerce facility and run from approximately 9:00 am until early afternoon each day (specifics TBD).

In preparation for the proposed City Council retreat, I am planning to meet with the Mayor, Mayor Pro Tem, Committee Chairs, and staff members to help establish the agenda items. If there is a specific item a Councilor would like to be considered as part of the agenda, they are encouraged to share it with a Committee Chair or with me directly.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Not applicable.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

City Council direction regarding the proposed City Council retreat and suggested dates.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 25.

Meeting Date: 02/11/2016

COMMITTEE: Infrastructure

CONTACT: Louis Najar

CHAIR: Jeanine Corn-Best

ACTION REQUESTED:

Presentation and request for direction concerning the Feasibility Study prepared by Dekker/Perich/Sabatini for the Roswell Convention and Civic Center. (Louis Najar)

BACKGROUND:

The Feasibility Study was intended to provide a comparison with other convention centers in the region. This presentation outlines the process used, along with an analysis, to develop the recommendation for the potential remodel and expansion of the Convention Center.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

There are no fiscal implications at this stage.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

Presented to the Infrastructure Committee on January 19, 2016, as a non-action item.

STAFF RECOMMENDATION:

City Council direction to staff.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 26.

Meeting Date: 02/11/2016

COMMITTEE: N/A

CONTACT: Steve Polasek

CHAIR: N/A

ACTION REQUESTED:

Presentation - Financial update (for information only). (Steve Polasek)

BACKGROUND:

The City Manager will provide a brief presentation on the City's current fiscal year financial position, as well as share information on short and mid-term projections and corresponding factors.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Not applicable.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

Not applicable.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 27.

Meeting Date: 02/11/2016

COMMITTEE: N/A

CONTACT: N/A

CHAIR: N/A

ACTION REQUESTED:

Department Reports (For information only)

- Gross Receipts Tax
- Lodgers' Tax
- Roswell Public Library
- Human Resources
- Roswell Visitor Center
- Police Dept Monthly Report January 2016
- Police Dept Animal Control January 2016
- Code Enforcement
- Roswell Convention and Civic Center January 2016 Expense Report
- Roswell Convention and Civic Center January 2016 Activity Report
- Roswell Convention and Civic Center January 2016 Maintenance Report
- Roswell Museum and Art Center - Director's Report
- Roswell Fire Department
- Pecos Trails Transit System
- Parks and Recreation
- Roswell International Air Center

BACKGROUND:

Not applicable.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Not applicable.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

Not applicable.

Attachments

Gross Receipts Tax
Lodgers' Tax
Roswell Public Library
Human Resources
Roswell Visitor Center
Police Dept Monthly
Police Dept Animal Control

Code Enforcement

Roswell Convention & Civic Center Expense Report

Roswell Convention & Civic Center Activity Report

Roswell Convention & Civic Center Maintenance Report

RMAC Director Report

Roswell Fire Dept

Pecos Trails Transit System

Parks and Recreation

RIAC Report

**CITY OF ROSWELL
GROSS RECEIPTS TAX REPORT FY16
JANUARY 2016**

THIS MONTH'S
CHECK

\$2,293,590.95

LAST MONTH'S
CHECK

\$2,461,769.31

THIS MONTH'S
CHECK
1 YEAR AGO

\$2,247,478.13

2015 FISCAL YEAR
COLLECTIONS TO DATE

\$17,658,172.06

2016 FISCAL YEAR
COLLECTIONS TO DATE

\$16,864,825.15

YEAR TO DATE

LAST YEAR (JANUARY 2015)

LAST MONTH (DECEMBER 2015)

BUDGETED INCREASE FOR FISCAL YEAR 2016

PERCENT VS BUDGETED AMOUNT

-4.49%

2.05%

-6.83%

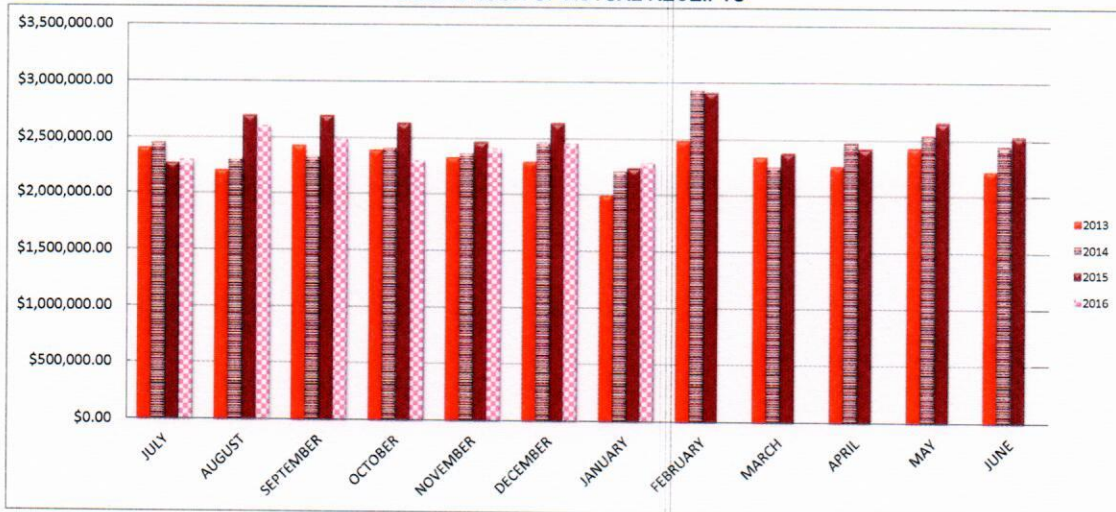
0.5%

-4.99%

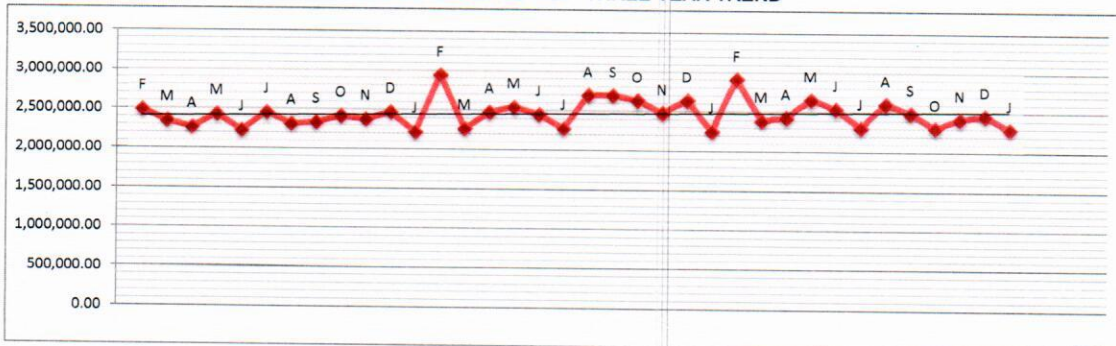
ACTUAL GROSS RECEIPTS TAX RECEIVED

	Fiscal 2013	Fiscal 2014	Fiscal 2015	Fiscal 2016
JULY	\$2,411,603.33	\$2,456,299.54	\$2,276,972.79	\$2,302,833.20
AUGUST	2,214,879.40	2,317,234.25	2,695,926.14	2,600,775.56
SEPTEMBER	2,435,316.19	2,337,660.35	2,695,359.27	2,489,037.09
OCTOBER	2,398,219.78	2,416,541.63	2,632,327.18	2,300,185.71
NOVEMBER	2,333,992.18	2,377,565.87	2,473,024.72	2,416,633.33
DECEMBER	2,298,027.78	2,470,059.94	2,637,083.83	2,461,769.31
JANUARY	1,996,326.28	2,223,551.93	2,247,478.13	2,293,590.95
FEBRUARY	2,490,225.25	2,941,276.82	2,911,146.44	
MARCH	2,349,737.54	2,266,645.09	2,387,102.40	
APRIL	2,268,112.82	2,476,673.68	2,425,986.73	
MAY	2,434,954.33	2,540,623.58	2,653,762.48	
JUNE	2,229,736.02	2,450,030.17	2,536,492.00	
TOTAL	\$27,861,130.90	\$29,274,162.85	\$30,572,662.11	\$16,864,825.15

COMPARISON OF ACTUAL RECEIPTS



GROSS RECEIPTS TAX - THREE YEAR TREND



**CITY OF ROSWELL
LODGERS' TAX REPORT - FY 16
JANUARY 2016**

THIS MONTH'S
TAXES RECEIVED

\$66,389.60

LAST MONTH'S
TAXES RECEIVED

\$66,075.55

THIS MONTH'S
TAXES RECEIVED
1 YEAR AGO

\$77,958.32

2015 FISCAL YEAR
COLLECTIONS TO DATE

\$671,534.13

ESTIMATED
PENDING FY16
COLLECTIONS
\$37,973.75

2016 FISCAL YEAR
COLLECTIONS TO DATE

\$600,326.37

YEAR TO DATE

-10.60%

LAST YEAR (JANUARY 2015)

-14.84%

LAST MONTH (DECEMBER 2015)

0.48%

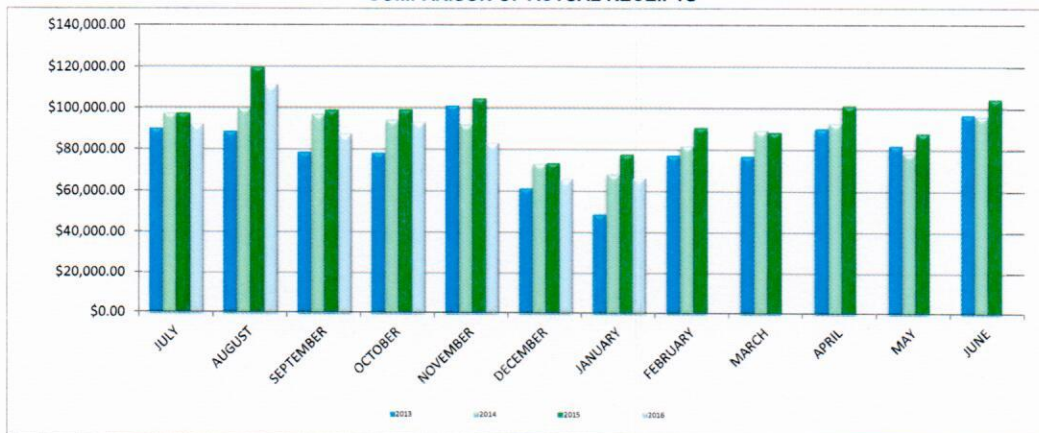
BUDGETED DIFFERENCE FROM FISCAL YEAR 2015 ACTUAL

-1.56%

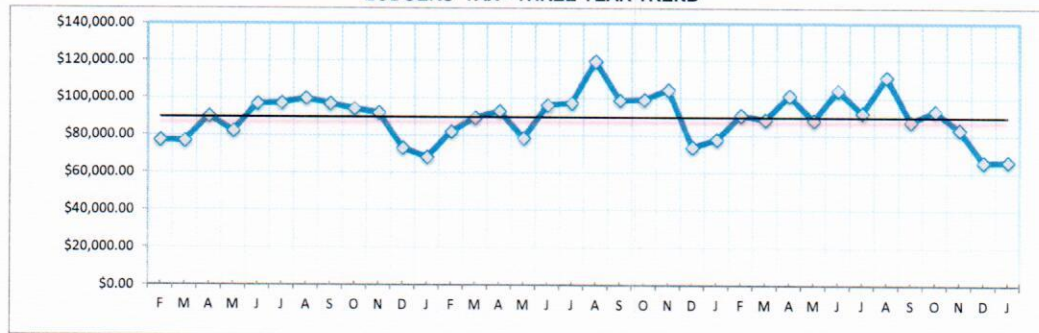
ACTUAL LODGERS' TAX RECEIVED

	Fiscal 2013	Fiscal 2014	Fiscal 2015	Fiscal 2016
JULY	\$90,300.33	\$97,457.04	\$97,411.08	\$92,243.43
AUGUST	88,793.82	99,919.54	119,690.78	111,352.47
SEPTEMBER	78,930.96	97,009.21	98,916.48	87,638.24
OCTOBER	78,633.40	94,330.06	99,236.39	93,266.12
NOVEMBER	101,235.86	92,167.32	104,505.66	83,360.96
DECEMBER	61,663.08	73,349.46	73,815.42	66,075.55
JANUARY	49,134.39	68,455.83	77,958.32	66,389.60
FEBRUARY	77,563.48	82,128.65	90,900.30	
MARCH	77,103.81	89,411.65	88,540.91	
APRIL	90,423.37	93,015.35	101,407.00	
MAY	82,396.46	78,592.18	88,272.53	
JUNE	96,994.71	96,268.38	104,358.62	
	\$973,173.67	\$1,062,104.67	\$1,145,013.49	\$600,326.37

COMPARISON OF ACTUAL RECEIPTS



LODGERS' TAX - THREE YEAR TREND

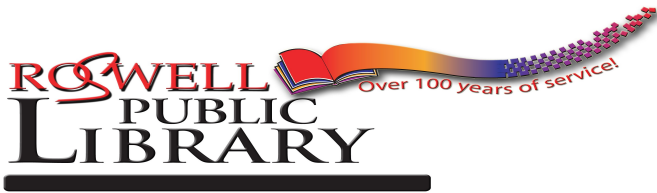


Penalties included in above Totals

DECEMBER 2015'S EVENTS:

Dec 2015: Santa Fe Opera's Community Concert (Anderson Museum of contemporary Art) Electric Light Parade, Flying J Wrangler, Historical Society of SENM Annual Christmas Open House Event, Andy Mason X-mas (Library), Clint Black & Josh Grider Concert, Breakfast with Santa RAC, Holiday Craft Extravaganza (Library), Holiday Open House at Roswell Museum and Art Center, Free winter movies at Yucca, Bazar at First Church of Nazarene, Christmas Concert, Roswell Symphony Orchestra, **Casa Foster Event**, **Leprino Event**, **Kymera Event**, **Job Corps Luncheon**, **NM Youth Challenge Banquet**, **Roswell Roadway Series- Reindeer Run**, Snow Storm "Goliath" 2015 27th-30th.

EVENTS PAID IN PART BY LODGERS' TAX INDICATED IN BLUE, CONVENTION CENTER EVENTS IN GREEN



January Report

Building

The building survived Goliath. Now that the snow is melting we are finding a few new leaks and did lose some items because of them. We also found a piece of broken tile that came off the roof of the Bondurant Room. We are speculating that it came down with snow falling off the roof. Facilities maintenance is checking into this issue.

Personnel

Pamela Beerens started with us this month as our Part-time Reference Librarian. We are thrilled to have this position filled after 4 months of searching.

Nancy Schummer, Young Adult/Audio-Visual Librarian, celebrated 15 years with us this month!

Training

Webinars and training attended by staff were:
Technology Skills for Library Staff: Effective and Engaging Training Programs,
Managing Challenging Patrons: Security for the New Library Environment and
Best Practices of Small Libraries, Mobile Circ Product Overview.

Classes, tours, school visits, outreach

Twelve Story Times were conducted this month.

One program on making polymer clay hearts was offered for the teens and a new program on coloring called Between the Lines was offered this month. Adult coloring has become very popular so we are offering this to see if people are interested.

City of Roswell, NM
Personnel Changes for the Month of
January 2016

Status Legend

RFT - Regular Full-Time

RPT - Regular Part-Time

TFT - Temporary Full-Time

PFT - Probationary Full-Time

PPT - Probationary Part-Time

TPT - Temporary Part-Time

NEW HIRE				
Date	Name	Position	Department	Status
1/4/16	Villarreal, Arturo	Police Recruit	Police	PFT
1/8/16	Anderwald, Cody L.	Police Recruit	Police	PFT
1/8/16	Beerens, Pamela L.	Librarian (RPT)	Library	PPT
1/14/16	Gomez Jr., Mario V.	YCC- Zoo - Training Supervisor	Parks	TFT
1/22/16	Aragones, Jose L.	W & S Maintenance Worker	Water	PFT
1/22/16	Hendrix, Ivey C.	Emergency Comm. Dispatcher	Consolidated Dispatch	PFT
1/22/16	Soens, Alanna L.	Emergency Comm. Dispatcher	Consolidated Dispatch	PFT
1/29/16	Moreno, Koddi L.	Emergency Comm. Dispatcher	Consolidated Dispatch	PFT
TRANSFER/PROMOTION/DEMOTION				
Date	Name	Position	Department	Status
1/8/16	Blake, Harry T.	Recreation Leader to Rec. Aide (RPT)	Recreation	RPT
1/8/16	Perales, Juan D.	Water Meter Reader to Customer Service Specialist	Water - Customer Service	RFT
1/8/16	Garcia, Jennifer M.	Emergency Comm. Dispatcher to Emergency Comm. Supervisor	Consolidated Dispatch	RFT
1/22/16	Sanchez, Lorenzo	W & S Lines Supervisor to W & S Lines Superintendent	Water	RFT

EXIT				
Date	Name	Position	Department	Status
1/4/16	Palombi, Valerie R.	Police Officer	Police	RFT
1/7/16	Holman, Chris D.	WWTP Operator	Waste Water	PFT
1/8/16	Cravener, James D.	Air Center Maintenance Worker	Air Center	RFT
1/27/16	Gonzalez, Cuitlahuac	Recreation Supervisor	Recreation	RFT
1/29/16	Anderwald, Cody L.	Police Recruit	Police	PFT
1/29/16	Gurule, Claudia	Museum Attendant (RFT)	Museum	PFT
1/29/16	Reese, Charles R.	Sanitation Worker, Senior	Landfill	PFT

RETIREMENT				
Date	Name	Position	Department	Status

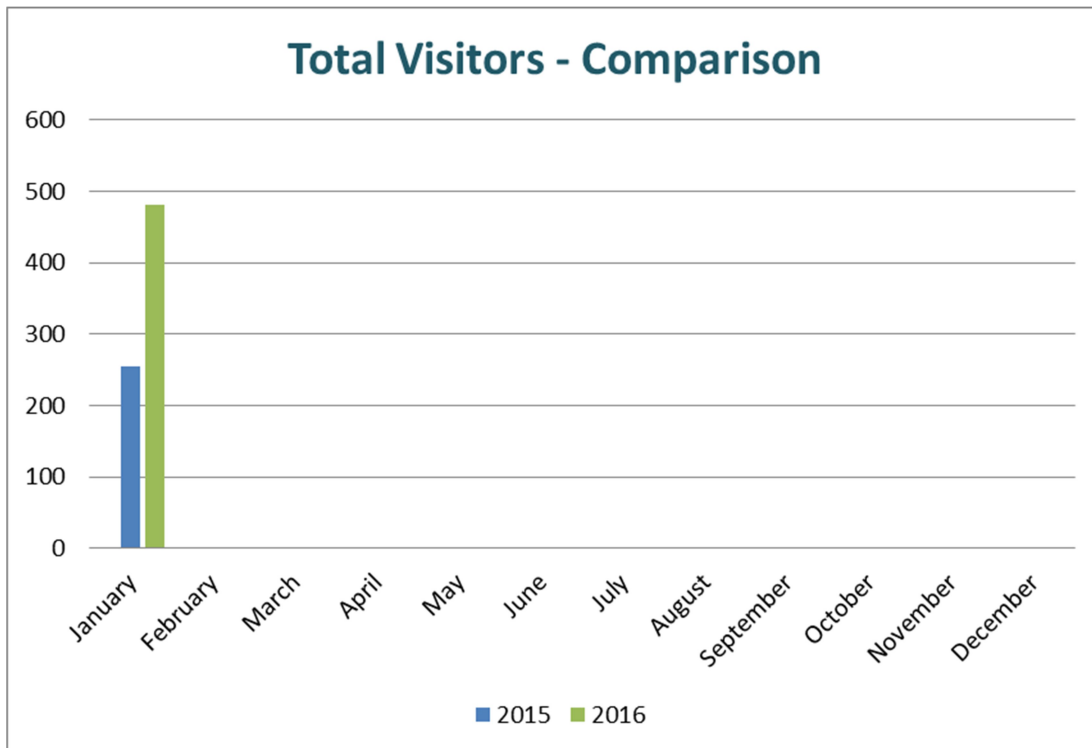
Roswell Visitor Center

Monthly Report

January 2016

	January		Comparison	
	2016YTD	2015YTD	2016YTD	2015YTD
Roswell & 200 mile Radius	46	1	46	1
New Mexico Visitors (not including Roswell Area)	69	7	69	7
US Visitors (not including New Mexico)	265	202	265	202
Foreign Visitors	53	45	53	45
Unknown	26	0	26	0
Totals Visitors	459	255	459	255
Nights Stayed in Roswell	235	64	235	64

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ROSWELL POLICE DEPARTMENT
MONTHLY REPORT
January of 2016

CRIMES AGAINST PERSONS	THIS MONTH	THIS MONTH LAST YEAR	YEAR TO DATE	LAST YEAR TO DATE	% Change (+/-)
<i>Murder*</i>	0	0	0	0	0.00%
<i>**Justifiable Homicide</i>	0	0	0	0	0.00%
<i>Criminal Sexual Penetration</i>	2	3	2	3	-33.33%
<i>Robbery</i>	2	5	2	5	-60.00%
<i>Assault</i>	4	18	4	18	-77.78%
<i>Minors-Sexual Penetration</i>	3	1	3	1	200.00%
<i>Minors-Sexual Contact</i>	3	1	3	1	200.00%
<i>Child Abuse</i>	9	2	9	2	350.00%
<i>Crimes Against Persons (Non-Violent)*</i>	122	120	122	120	1.67%

CRIMES AGAINST HOUSEHOLD MEMBER					
<i>Domestic Violence-Physical Contact</i>	32	28	32	28	14.29%
<i>Domestic Violence-Verbal</i>	30	15	30	15	100.00%

PROPERTY CRIMES					
<i>Burglary</i>	22	65	22	65	-66.15%
<i>Larceny</i>	119	183	119	183	-34.97%
<i>Motor Vehicle Theft</i>	11	7	11	7	57.14%
<i>Criminal Damage</i>	42	53	42	53	-20.75%
<i>Graffiti</i>	2	7	2	7	-71.43%
<i>All Other Crimes Against Property**</i>	40	30	40	30	33.33%

DWI	18	11	18	11	63.64%
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PERSONS ARRESTED	682	421	682	421	62.00%
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TRAFFIC REPORT					
<i>Fatal Accidents</i>	0	0	0	0	0.00%
<i>Injury Accidents</i>	23	26	23	26	-11.54%
<i>Property Damage Only</i>	167	117	167	117	42.74%
<i>Traffic Citations</i>	1,059	1,283	1,059	1,283	-17.46%

TOTAL ACTIVITIES					
<i>Officer Initiated</i>	2,367	2,882	2,367	2,882	-17.87%
<i>Calls for Service</i>	2,790	2,755	2,790	2,755	1.27%

*Less Justifiable Homicide ie: self defense, officer involved shootings, etc. **The two numbers combined will reflect the homicide totals shown in Part I Crimes.

Philip Smith, Chief of Police

Prepared by Georgia Davey
1-Feb-16

ROSWELL POLICE DEPARTMENT
ANIMAL CONTROL
January of 2016

	THIS MONTH	THIS MONTH LAST YEAR	YEAR TO DATE	LAST YEAR TO DATE	% Change (+/-)
ANIMAL INTAKE					
<i>Dogs</i>	301	278	301	278	8.27%
<i>Cats</i>	106	103	106	103	2.91%
<i>Other</i>	1	1	1	1	0.00%
<i>Returns</i>	1	6	1	6	-83.33%
INTAKE TOTAL	409	388	409	388	5.41%

ADOPTIONS					
<i>Private Adoptions</i>	67	73	67	73	-8.22%
<i>Dogs</i>	57	62	57	62	-8.06%
<i>Cats</i>	8	11	8	11	-27.27%
<i>Other</i>	2	0	2	0	0.00%
<i>Roswell Humane Society Adoptions</i>	5	11	5	11	-54.55%
<i>Dogs</i>	5	10	5	10	-50.00%
<i>Cats</i>	0	1	0	1	-100.00%
<i>Other</i>	0	0	0	0	0.00%
<i>Rescue Adoptions</i>	196	128	196	128	53.13%
<i>Dogs</i>	168	89	168	89	88.76%
<i>Cats</i>	28	39	28	39	-28.21%
<i>Other</i>	0	0	0	0	0.00%
ADOPTIONS TOTAL	268	212	268	212	26.42%

RECLAIMS					
<i>Dogs</i>	59	62	59	62	-4.84%
<i>Cats</i>	2	4	2	4	-50.00%
<i>Other</i>	0	0	0	0	0.00%
RECLAIMS TOTAL	61	66	61	66	-7.58%

EUTHANASIA					
<i>Dogs</i>	21	31	21	31	-32.26%
<i>Cats</i>	6	17	6	17	-64.71%
<i>Feral Cats</i>	40	23	40	23	73.91%
<i>Feral Kittens</i>	4	9	4	9	-55.56%
<i>Other</i>	0	0	0	0	0.00%
EUTHANASIA TOTAL	71	80	71	80	-11.25%

MISC DISPOSTION (Dead, Stolen, Missing)	0	0	0	0	0.00%
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ALL OTHER					
<i>DOA</i>	119	68	119	68	75.00%
<i>DOA Vet</i>	16	32	16	32	-50.00%
<i>Dog Bites</i>	2	3	2	3	-33.33%
<i>Cat Bites</i>	0	0	0	0	0.00%

TOTAL CALLS	895	1,053	895	1,053	-15.00%

CITY OF ROSWELL
CODE ENFORCEMENT DEPARTMENT
Month: January 2016

CODE ENFORCEMENT	This Month	This Month 2015	YTD*	2015 YTD*
Notices Mailed	409	364	4,024	4,491
Voluntary Compliance	223	188	2,413	2,859
No. of Cases Filed	3	3	105	57
No. Cases Dismissed	0	0	1	9
Resolution	23	21	352	552
Cleaned by City	11	11	244	235
Weeds	40	89	2,255	3,200
Inoperable Vehicles	46	19	192	129
Litter	115	104	486	402
Unsanitary Premises	143	93	478	415
Signs	0	0	184	0
Zoning	0	0	35	2
Obstructions	3	8	54	98
Public Nuisances	62	51	179	227
Garage Sales No permit	0	0	116	0

BUSINESS LICENSES	This Month	This Month 2015	YTD*	2015 YTD*
Total Licenses Issued	174	183	1,257	1,257
Renewed Licenses	143	132	1,011	1,008
New Licenses	20	32	165	141
Temporary Permits Issued	11	19	81	108
Receipts	\$7,430	\$5,494	\$47,106	\$44,821

*Figures calculated to reflect FYTD

BUILDING INSPECTIONS	This Month		This Month 2015		YTD*		2015 YTD*	
New Construction	4		2		27		25	
All Other Construction	31		40		353		421	
Total Permits Issued	35		42		380		446	
Total Active Permits	409		433		***		***	
Current Valuation	\$10,786,831		\$1,753,886		\$27,528,787		\$16,788,559	
Total Fees Collected	\$13,103		\$18,149		\$153,531		\$237,005	

PLUMBING INSPECTIONS	This Month		This Month 2015		YTD*		2015 YTD*	
Plumbing & Gas Permits--New	3	\$240.50	9	\$781.25	86	\$6,901.50	79	\$7,746.25
Plumbing & Gas Permits—Misc.	18	\$1,260	36	\$1,593.50	205	\$8,592.25	232	\$11,631.50
Gas Line Inspections	19	\$668.25	18	\$598.75	226	\$6,089.50	136	\$4,896
Totals	40	\$2,168.75	63	\$2,973.50	530	\$21,583.25	447	\$24,273.75

ELECTRICAL INSPECTIONS	This Month		This Month 2015		YTD*		2015 YTD*	
Electric Permits--New	0	\$0	3	\$405	31	\$4,355	41	\$6,435
Electric Permits—Misc.	9	\$1,310	25	\$1,335	297	\$16,700	230	\$13,835
Service Change	9	\$320	8	\$280	87	\$3,390	54	\$2,125
Totals	18	\$1,630	36	\$2,020	415	\$24,445	325	\$22,395

*Figures calculated to reflect FYTD

Signed: _____
C: CE monthly January 2016.docx



MONTHLY EXPENSE REPORT

JANUARY, 2016

CURRENT				
Date	Vendor	Item	PO	Amount
1/4/2016	Old Guard Inc.	Quarterly Test	162102	\$225.09
1/6/2016	Roswell Livestock	Mower Oil	A88848	\$29.94
1/6/2016	Cash & Carry	Supplies	A89152	\$66.15
1/7/2016	Unifirst	Service	Open	\$79.99
1/7/2016	Daily Record	Newspaper	161914	\$126.00
1/7/2016	Health Quest	Fire Ext Retag	162285	\$55.00
1/8/2016	Desert Security	Monitoring Burglary	162329	<u>\$154.80</u>
1/8/2016	Desert Security	Monitoring Fire	162328	\$167.38
1/8/2016	Office Depot	HP Ink	A89153	\$60.99
1/11/2016	Farmer Brothers	Coffee Supplies	162352	\$98.18
1/12/2016	New Dimension	Tile Repairs	162370	\$525.00
1/14/2016	UniFirst	Service	Open	\$44.33
1/14/2016	Do It Center	Spackling	A89154	\$15.99
1/15/2016	Enchantment Pest Control	Service	Open	\$32.25
1/21/2016	UniFirst	Service	Open	\$87.56
1/21/2016	Local Pages	Visitors Bureau	162498	\$140.07
1/20/2016	Cintas First Aid	Service	162525	\$122.62
1/25/2016	Office Depot	Toner	A89156	\$25.64
1/26/2016	Desert Security	Alarm Batteries	162524	\$544.35
1/28/2016	Unifirst	Service	Open	\$44.33
Current Total:				\$2,645.66

Pending				
Date	Vendor	Item	PO	Amount
Pending:				\$0.00



Activity Report - Roswell Convention & Civic Center for January 2016



GOALS/ACTIVITY AND MONTHLY MAINTENANCE REPORT

January, 2016

Facilities Maintenance

The compressor for one of the HVAC units on the south east side of the Exhibit Hall was taken in for repair and should be repaired and back in the unit by the middle of February. The steamer in the kitchen is being repaired by Polar Express Inc. A new temperature Probe was ordered for this appliance which is used to steam vegetables and some meats and should be repaired as soon as the Probe comes in. The next cleaning and sanitizing of the Kitchen is scheduled again for the end of this month. Maintenance Staff replaced the furnace filters on all the HVAC units on the entire facility. This requires replacing a total of 70 filters. The filters are changed every 4 to 6 months. Staff constantly stays busy with the events, maintenance, cleaning, and repairs needed at the Center.

Exterior Repair and Maintenance

Orlando from Facilities Maintenance started priming the north side exterior wall for the building and will be applying paint when the temperature allows. Orlando will also get a paint match of the existing color. Facilities Maintenance is also working on texture repairs in the lobby and bathrooms on the west side of the building.

Floors and Carpet

The carpet in the Exhibit Hall was shampooed and scotch guarded on the 24th of December and the restrooms are scheduled to be chemical washed and sanitized the end of February. The cleaning, washing and sanitizing of the tile floors in the center are scheduled on a quarterly basis. Staff keeps up with the spot cleaning as well as stain removal of the tile and carpets in the entire facility before and after events.

Restrooms

Staff and Facilities Maintenance are staying on top of the drains in the Concession Stand and the sewer lines in the ladies restroom on the west side of the lobby. Hoping to eliminate the odor we have been dealing with on the north side of the lobby on windy days.

Fire Alarm System

Old Guard LLC preformed their quarterly test on December 22nd with no problems. Inspection and testing of the fire alarm system has per NFPA and the Office of the Fire Marshal. Testing is done on a quarterly basis.



GOALS /ACTIVITY AND MONTHLY MAINTENANCE REPORT January, 2016

Visitors Center

For the month of January, the Visitors Center directed Visitors to our local neighbors and festivities we had to offer. We have continued working on Visitors Center information flyers to give out to the hotels along with making sure they are stocked with the Roswell and Day Trip Brochures. We continue to promote all the events in Roswell on the Portales radio on Thursday of every week. Staff continues to update the Visitors Center Facebook on a daily basis to bring attention to events in Roswell. Point of Interest maps have been distributed to the local campgrounds and are also given out to visitors and people inquiring about Roswell. The Visitors Center has received brochures and Visitors Guides from different cities from around New Mexico and some from out of state. Staff at the Visitors Center was able to help with accommodating visitors with 500 hotel rooms for a Diocese retreat that will be held in Roswell the first weekend of June.

Staff

The Events Services Director verified that the event calendar for 2016 was up to date. Staff went through the 2016 file and made sure that there was a file for every event on the calendar. The event receptionist updated the security, food, and liquor carters list. A list of decorating do's and don'ts was also added to the information packet. During the month of January, 2016 the Roswell Convention Center accommodated a total of 10 event days. Some of the events this month were the RISD In-service, a Gun Show, the United Way Annual Meeting, and the Eddie Griffin Comedy Show. The events held this month had an estimated attendance of 2,990.

Ground Maintenance

Convention Center Staff continues to maintain the lawns and parking lot for the Convention Center and Museum along with cleaning under and around all the scrubs and in the parking lot and picking up trash in the spring river on the west side and next to the museum. Staff also maintains the Spring River between the Convention Center and the Museum cleaning and removing weeds and trash.

Museum Ground Maintenance

The Convention Center Staff continues to maintain the lawn at Museum. Winterized the lawn and will manually water the lawn during the winter months. Staff has also been working on the flower beds and plants on the south side of the Museum as time allows.

RMAC

ROSWELL MUSEUM AND ART CENTER

Director's Report to Roswell City Council
Submitted by: Laurie Rufe, Interim Executive Director
February 11, 2016 City Council Meeting

1. Staff

Curator of Education Search:

We have interviewed the top six applicants, and those applicants have been narrowed to the top three. We expect to have a decision by mid-February.

Executive Director Search:

Waters & Company is currently vetting applicants for a projected application deadline of February 26. We will then begin the evaluation and interview processes.

Planetarium Coordinator Search:

This position is close to being filled. Docent Bill Siders has been providing planetarium programs to groups during this hiatus.

2. Program/Events Updates

The Winter Classes are underway with Ceramics, Watercolor, Fused Glass, Memoir Writing, and Block Printing being offered. These classes are fee-based and scholarships are available for those who are economically challenged.

Second Saturday programs for grades 3-12 are underway. Nine sessions take place from January through September and are free of charge, sponsored by the RMAC Foundation.

Recent exhibitions that have opened to the public include Bridget Mullen: Roswell Artist-in-Residence (January 15) and New Mexico Vernacular: Architectural Portraits by Robert Christensen (January 29). 111 and 65 attended the opening receptions of these exhibitions, respectively.

The Museum's International Film Series began in January with screenings of Art & Craft, Iris, and Finding Vivian Maier. These films are supported by the RMAC Foundation.

3. Strategic Planning

Members of the staff, Board of Trustees, and RMAC Foundation Board of Directors met on Saturday, January 23 to review the status of the 2013-2016 Strategic Long-range Plan, and to discuss topics that should be prioritized for the remainder of 2016 including marketing, museum visibility and access, making the Planetarium more effective, and improving board and staff performance. Other topics included discussions on what the museum does best, what it is most passionate about, and what makes it unique.

4. Attendance

December 2015: 1,523 total
Calendar Year 2015: 37,281



200 South Richardson Avenue
Roswell, New Mexico 88203
Phone (575) 624-6800
Fax (575) 624-6803

MONTH OF: January 2016

TOTAL EMERGENCY CALLS:		686
Fire	14	
Rescue & EMS	616	
Hazardous Conditions	7	
Service Call	10	
Good Intent	8	
False Alarm	30	
Special Type	1	
Total Dollar Loss Due to Fire		\$64,600.00
Total Dollars Saved		\$88,000.00
Total Hours of Training		827
Total Hours Fire Training	827	
Total Hours EMS Training		
Fire Deaths		
Fire Code Inspections		74
Reviews of Construction Plans		1
Permit Fees Collected		\$175.00
Public Education Speaking Opportunities		
Fires Investigated		5
Total Number of Emergency Calls 2015		8302
Total Number of Emergency Calls 2014		5691
Total Number of Emergency Calls 2013		5442
Total Number of Emergency Calls 2012		7144
Total Number of Emergency Calls 2011		7779
Total Number of Emergency Calls 2010		6788
Total Number of Emergency Calls 2009		6488
Total Number of Emergency Calls 2008		6452

PECOS TRAILS TRANSIT SYSTEM
MONTHLY PASSENGER COUNT
FOR THE MONTH OF January, 2016

TO: Steven Polasek, City Manager
FROM: Anna Aragon, Transit Director
DATE: February 2, 2016
SUBJECT: January, 2016 Activities Report

Pecos Trails Transit carried 12,540 passengers during the month of Jan, 2016

Year to Date 2014 Ridership ----- 204,566
Year to Date 2015 Ridership -----171,909

November 2015 <u>RIDERSHIP</u>	December 2015 <u>RIDERSHIP</u>	January 2016 <u>RIDERSHIP</u>
12,765	10,891	12,540

Weekday Ridership Figures - Jan, 2016- 10,320

Weekend Ridership Figures - Jan, 2016- 2, 222

RIDERSHIP CONSISTED OF THE FOLLOWING CATEGORIES:

Adults	40.10 %
Seniors	16.92 %
Disabled *	11.54%
Students	26.35 %
Children	2.80 %
Other	2.30 %

*Includes 69 Passengers in wheelchairs

*Includes 288 NMMI Passengers

Para transit Ridership for January, 2016 totaled 497.

60+ Disabled	227
60+ Wheelchair	41
-60 Disabled	128
-60 Wheelchair	44
Aides	57

PARKS & RECREATION DEPARTMENT
January 2016

PARKS

Total department acreage	627.2
Parks-acres in inventory	486.2
Recreation Trails	11.2 miles
Full time Employees	16
Temporaries/FTE	4/2
Est. Water Usage	2 million gallons

Specifics

- Assisted with snow removal after snow storm.
- Combined crews from the Golf Course, Parks, YCC staff, and Zoo crew have been working together to get some projects done at the Zoo such as put up new fencing, installed new sewer lines, installed new railroad ties, new benches and trash cans, as well as some concrete work, landscaping, and installation of a French Drain.

Submitted by **Jim Burress**
 Parks and Grounds Manager

Approved by **Tim Williams**
 Parks and Recreation Director

SOUTH PARK CEMETERY

Number of casket burials	22
Number of cremation burials	11
Veteran's Cemetery casket burials	1
Veteran's Cemetery cremation burials	2
Acres in inventory	210
Full-time employees (FTE) equivalent	5
Total Revenue for January 2016	\$22,905

Maintenance

- Installation of headstones at the Veteran's Cemetery
- Cleared snow throughout cemetery after the storm to conduct services
- Serviced all funeral equipment including washing and inspections

Specifics

- Held at least half of the 36 services during snow days
- Tamping and opening/closing for all 36 services

Submitted by **Ruben Esquevel**
 South Park Cemetery Supervisor
 Daisy Diaz
 Administrative Assistant

Approved by **Tim Williams**
 Parks and Recreation Director

NANCY LOPEZ GOLF COURSE AT SPRING RIVER

Total Department Acreage	144
Trees	2200
Full Time Employees (FTE) equivalent	7
Temporaries/Full Time Equivalent	2.5
Total Revenue for January 2016	\$7,497

Maintenance

- Minimal maintenance, just enough to keep the course open. No project work is being done at this time.

Specifics

- Four full-time employees and two contract employees worked the entire month at the Zoo.

Programs/Events

- The Holiday snow event kept the golf course closed until the 17th of the month. The back nine was open at noon and the front nine opened the following day.

	Fiscal 2013		Fiscal 2014		Fiscal 2015		Fiscal 2016
Jul-12	\$ 38,152.57	Jul-13	\$ 38,599.57	Jul-14	\$ 35,771.17	Jul-15	\$27,319.31
Aug-12	\$ 41,308.35	Aug-13	\$ 38,663.39	Aug-14	\$ 32,397.36	Aug-15	\$30,121.17
Sep-12	\$ 28,741.33	Sep-13	\$ 27,130.34	Sep-14	\$ 29,156.11	Sep-15	\$23,038.93
Oct-12	\$ 24,023.36	Oct-13	\$ 26,798.86	Oct-14	\$ 21,767.51	Oct-15	\$19,887.05
Nov-12	\$ 19,935.33	Nov-13	\$ 18,958.67	Nov-14	\$ 17,478.31	Nov-15	\$ 9,154.14
Dec-12	\$ 14,701.89	Dec-13	\$ 16,326.58	Dec-14	\$ 14,889.77	Dec-15	\$11,937.33
Jan-13	\$ 14,931.32	Jan-14	\$ 14,997.19	Jan-15	\$ 10,783.17	Jan-16	\$ 7,497.84
Feb-13	\$ 20,805.21	Feb-14	\$ 23,466.23	Feb-15	\$ 19,359.64	Feb-16	
Mar-13	\$ 40,049.08	Mar-14	\$ 31,675.38	Mar-15	\$ 29,775.47	Mar-16	
Apr-13	\$ 30,757.89	Apr-14	\$ 29,449.28	Apr-15	\$ 31,859.04	Apr-16	
May-13	\$ 44,648.98	May-14	\$ 41,017.27	May-15	\$ 46,982.97	May-16	
Jun-13	\$ 39,708.28	Jun-14	\$ 33,480.25	Jun-15	\$ 35,759.57	Jun-16	
	\$357,763.59		\$340,563.01		\$325,980.09		

Submitted by David Blewitt
Golf Course Superintendent
 Carlton Blewitt
Golf Course Professional

Approved by Tim Williams
Parks and Recreation Director

SPRING RIVER PARK AND ZOO

Number of Animal Specimens	294
Number of Animal Species	64
Estimated Zoo Attendance	4,417
Community Outreach/Education	15
Revenues (Rides Closed)	-0-

Maintenance

- The Crew maintained the Animal collection and zoo grounds.
- Removed copious amounts of snow from the winter storm Goliath. We were well prepared for snow with the animals bedded down and plenty of food and water. They did very well. We were closed until Monday, January 4th, and had low attendance for the first half of the month. Two beautiful weekends in the latter part of the month helped make up for the loss.
- We had a huge concentrated effort in getting three major projects at the zoo done in a three week period. We were able to get the help of 10-12 parks employees, 3-4 Golf Course employees and the zoo crew to repair the service yard from snow overload with a new sewer line, raised sidewalk, and new gravel. The guys replaced over 150 railroad ties in the 25 year old walkways and retaining walls. The Parks crew replaced a 6' wooden picket fence with an 8' fence as requested by the USDA Federal Inspector.
- The YCC crew finished constructing four masonry benches and began landscaping them on the State Grant project.

Specifics

- Educational programs included a Rest home talk for a total of 15.
- We lost one female ferret that succumbed to old age.

Programs/Events

- Director Elaine and Ruben Esquivel from the cemetery are working on the 2016 Arbor Day celebration to be held Saturday, April 9th at the zoo.
- We are very proud of our Zoo Crew for their dedication throughout the storm and aftermath.
- We are very thankful to our fellow Parks & Recreation Department employees for all the hard work they put in to help make the Zoo a better place for Roswell.

Submitted by Elaine Mayfield
Spring River Park and Zoo Superintendent

Approved by Tim Williams
Parks and Recreation Director

RECREATION

Roswell Adult Center estimated attendance	9.074
Special Programs/Co Sponsorships estimated attendance	-0-
Yucca Recreation Center estimated attendance	3,839
Cahoon Park Pool	-0-

Revenues

Yucca Recreation Center	Facility Closed
Special Programs	
Rentals	\$250
Roswell Adult Center	
Concession	146
Classes	4,109
Rentals	575
Admission	22
Total	\$4,853

Specifics

- Yucca Recreation Center basketball teams started off-site – total 960 registered to participate in this year's league.
- Roswell Adult Center has been busy with Lifelong Scholars program and youth classes – over 245 registered for classes

Maintenance

- Yucca Recreation Center was closed permanently to the public due to heavy snow damage/mold growth and roof repairs.
- Roswell Adult Center calls made to facility maintenance for leaks, sinks, and 5 heating units. Work has started on office spaces for the Yucca Recreation staff.
- Special Programs, work has begun to repair the mobile stage.
- Cahoon Pool has been winterized.

Program/Events

- Yucca Recreation Center: Transition taking place currently moving staff and programming to the Roswell Adult and Senior Center.
- Special Programs: Planning underway for the Cinco de Mayo Celebration.
- Sports/Leagues: Tennis Program being developed and 2016 dates being set. New Youth Golf Program underway.
- Roswell Adult Center: Valentines Dance, Hobby show, and Lifelong Scholars Program on the horizon.

Submitted by **Laurie Jerge**
Recreation Superintendent

Approved by **Tim Williams**
Parks and Recreation Director

REVISED
ROSWELL INTERNATIONAL AIR CENTER
REPORT FOR JANUARY 2016

	This Month	This Month Last Year	This Year To Date	Last Year To Date
AIRPORT OPERATIONS:				
Number of Aircraft Operations:	6,299	5,998	6,299	5,998
Passenger Boardings:	2,292	2,408	2,292	2,408
REVENUES:				
Flow Fee	\$6,091	\$5,632	\$6,091	\$5,632
Landing Fees	\$2,740	\$2,219	\$2,740	\$2,219
Parking Fees	\$64,851	\$46,296	\$64,851	\$46,296
Totals:	\$73,682	\$54,147	\$73,682	\$54,147

Jennifer Brady, Manager
Roswell International Air Center

Prepared by: Walt Ramirez
February 3, 2016

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 28.

Meeting Date: 02/11/2016

COMMITTEE: N/A

CONTACT: Louis Najjar

CHAIR: N/A

ACTION REQUESTED:

Planning and Zoning - For information only

- Presentation and discussion of mobile vendors
- Presentation and discussion of day care operations

BACKGROUND:

- Presentation and discussion of mobile vendors: Staff presented materials from other jurisdictions that regulate mobile vendors. Planning Commissioners discussed potential scenarios, including setting up designated areas around the City but generally not supportive. Kerry Moore, Todd Alexander, Suzanna Gonzales, and Larry Connolly spoke in favor of food vendors but had issues such as having to get licenses 4 times a year. In addition, they spoke about those unlicensed vendors that operate at night and on weekends. In sum, the Planning & Zoning Commission requested that staff look for additional information for next month's meeting.
- Presentation and discussion of day care operations. Staff presented the requirements in the Zoning Code concerning day cares for operating in commercial and residential areas. Staff noted that in Residential Districts, the Code classifies them under a Home Occupation license which limits them to 12 children. Those in Commercial Districts can be as large as the State will allow. Citing concerns about potential traffic issues, as well as maintaining a neighborhood character, the Commissioners unanimously indicated that the current Code as written was appropriate and did not need to be revised at this time.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Not applicable.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

Not applicable.

Attachments

P&Z Information Only



Roswell Planning & Zoning Commission Actions

Tuesday, January 26, 2016 - 6:00 PM
Bassett Auditorium, Roswell Museum and Art Center
100 West 11th Street

Commissioners Present:

Ralph Brown
Eddie Carrillo
Riley Armstrong
Toby Gross
Bruce Gwartney
Shirley Childress
David Storey

Staff Present:

William Morris, AICP, CZO
Merideth Hildreth, AICP
Louis Najar, PE

1. December 15, 2015 Minutes Approved.
2. Public Hearing Items: There were no public hearing held.
3. Presentation and discussion of mobile vendors: Staff presented materials from other jurisdictions that regulate mobile vendors. Planning Commissioners discussed potential scenarios, including setting up designated areas around the City but generally not supportive. Kerry Moore, Todd Alexander, Suzanna Gonzales, and Larry Conneley spoke in favor of food vendors but had issues such as having to get licenses 4 times a year. In addition, they spoke about those unlicensed vendors that operate at night and on weekends. In sum, the Planning & Zoning Commission requested that staff look for additional information for next month's meeting.
4. Presentation and discussion of day care operations. Staff presented the requirements in the Zoning Code concerning day cares for operating in commercial and residential areas. Staff noted that in Residential Districts, the Code classifies them under a Home Occupation license which limits them to 12 children. Those in Commercial Districts can be as large as the State will allow. Citing concerns about potential traffic issues, as well as maintaining a neighborhood character, the Commissioners unanimously indicated that the current Code as written was appropriate and did not need to be revised at this time.
5. Public Comments: There were no public comments.
6. Adjourned 6:45 pm.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 29.

Meeting Date: 02/11/2016

COMMITTEE: N/A

CONTACT: Steve Polasek

CHAIR: N/A

ACTION REQUESTED:

Closed Session - Pursuant to NMSA 1978, §10-15-1(H)(8), to discuss the purchase, acquisition or disposal of Real Property or Water Rights in which the City of Roswell is or may become a participant. (Sandoval)

BACKGROUND:

Pursuant to NMSA 1978, §10-15-1(H)(8), to discuss the purchase, acquisition or disposal of Real Property or Water Rights in which the City of Roswell is or may become a participant.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Not applicable.

LEGAL REVIEW:

Pursuant to NMSA 1978, §10-15-1(H)(8), to discuss the purchase, acquisition or disposal of Real Property or Water Rights in which the City of Roswell is or may become a participant.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

Not applicable.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 30.

Meeting Date: 02/11/2016

COMMITTEE: N/A

CONTACT: Steve Polasek

CHAIR: N/A

ACTION REQUESTED:

Closed Session - Pursuant to NMSA 1978, § 10-15-1(H)(7), to discuss attorney-client privilege pertaining to threatened or pending litigation in which the City of Roswell is or may become a participant. (Sandoval)

BACKGROUND:

Pursuant to NMSA 1978, § 10-15-1(H)(7), to discuss attorney-client privilege pertaining to threatened or pending litigation in which the City of Roswell is or may become a participant.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Not applicable.

LEGAL REVIEW:

Pursuant to NMSA 1978, § 10-15-1(H)(7), to discuss attorney-client privilege pertaining to threatened or pending litigation in which the City of Roswell is or may become a participant.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

Not applicable.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 31.

Meeting Date: 02/11/2016

COMMITTEE: N/A

CONTACT: Steve Polasek

CHAIR:

ACTION REQUESTED:

Closed Session - Pursuant to NMSA 1978, §10-15-1H (2), to discuss limited personnel matters. (Sandoval)

BACKGROUND:

Pursuant to NMSA 1978, §10-15-1H (2), to discuss limited personnel matters.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Not applicable.

LEGAL REVIEW:

Pursuant to NMSA 1978, §10-15-1H (2), to discuss limited personnel matters.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

Not applicable.
